### REPORTS ANALYSIS REFERRAL

DATE: November 4, 2002

ANALYST: Jennifer Pittman

I. COMMITTEE: Thomas Ariola, Treasurer<sup>1</sup>

Giordano For United States Senate (C00353862)

C/O Timothy Moynahan

PO Box 2242

Waterbury, CT 06722

II. RELEVANT STATUTE: 11 CFR §114.2 (b)

2 U.S.C. 441b (a) 11CFR §110.1 2 U.S.C. 441a (f) 11 CFR §104.8

2 U.S.C. 434 (b) (3) (E)

11 C.F.R. §100.12 & 104.7 (b)

2 U.S.C. 434 (b) (3) (A)

#### III. BACKGROUND:

### A. Receipt of Excessive/Prohibited Contributions.

The Giordano for United States Senate Committee ("the Committee") received apparent excessive and prohibited contributions totaling \$182,250.

Presented below is a summary of the excessive and prohibited contributions received, the notices sent and the responses received. A chart is also provided

<sup>&</sup>lt;sup>1</sup> During the 1999-2000 election cycle there were two other treasurers for the Giordano For United States Senate Committee, Michael Blumenthal and James Paolino. The treasurer for the Committee from inception through 03/17/00 was James Paolino. Michael Blumenthal was the treasurer 03/17/00 through 12/8/01. During this time Thomas Ariola, Jr. was named as the Deputy Treasurer along with James Paolino. James Paolino filed a letter to the Commission on February 15, 2001 naming Thomas Ariola as the new treasurer of the Committee. Mr. Ariola signed all subsequent reports as Deputy Treasurer.

listing all excessive and prohibited contributions received by the committee (Attachment # 2). The Summary is divided into two sections (1 & 2). Section 1 details the communications regarding the apparent excessive contributions from the candidate's spouse and father-in-law. Section 2 details the communication regarding all other excessive and prohibited contributions.

### **SECTION 1.**

On April 19, 2000, the Committee filed a 2000 April Quarterly Report disclosing a loan from Patriot National Bank in the amount of \$200,000 (Attachment # 3) with an incurred date of February 25, 2000. The Schedule C-1 included with this report showed the collateral for this loan as cash on deposit, as well as future contributions to be received. The Schedule C for this report also disclosed a Mr. Salvatore Trovato as the co-endorser/guarantor for the loan. Mr. Trovato is the candidate's father-in-law.

On July 10, 2000, the Committee filed a 2000 July Quarterly Report. Schedule C of the report disclosed the \$200,000 loan from Patriot National Bank. However, neither the candidate, Mr. Giordano, nor the candidate's father-in-law, Mr. Trovato were reported as being the guarantors for the loan as was previously reported on the 2000 April Quarterly Report. The Schedule C-1 included with this report was blank (Attachment # 4).

On July 17, 2000, the Committee filed an Amended 2000 July Quarterly Report, dated July 14, 2000, amending the information pertaining to the loan from Patriot National Bank. The amendment disclosed a new loan of \$300,000 with an incurred date of 7/14/00. A Schedule C, Schedule C-1 and a copy of the loan agreement were provided. The amendment also disclosed that the \$300,000 loan was guaranteed by both the candidate and his spouse, Dawn Ann Giordano (Attachment # 5). The Schedule C-1 and loan agreement included with this report showed the collateral to be a \$300,000 certificate of deposit solely in the name of the candidate's spouse, Dawn Giordano. The report provided no documentation regarding the \$200,000 loan disclosed on the previous report.

On August 30, 2000 the Committee filed a second Amended 2000 July Quarterly Report, dated August 21, 2000. The amended report included a cover letter, a revised Schedule C-1 and a revised copy of the complete loan agreement with Patriot National Bank for the \$300,000 loan (Attachment # 6). The documents showed the collateral for the loan to be split between 1) the Committee's cash on hand, 2) the candidate's one-half (1/2) interest in real estate owned by him and his spouse, and 3) the candidate's one-half (1/2) interest of a certificate of deposit in the amount of \$300,000. According to the letter

accompanying this report, the certificate of deposit was a gift to both the candidate and his spouse from his father-in-law but the certificate of deposit was held in the name of Dawn Ann Giordano. Other documents provided show the certificate in both names.

On September 19, 2000 a Request for Additional Information (RFAI) was sent to the Committee by RAD referencing the 2000 April Quarterly Report (Attachment # 7). The RFAI requested the Committee amend their 2000 April Quarterly Report to include a complete Schedule C-1. The RFAI also requested the Committee to take appropriate action to remedy the excessive contribution from Mr. Trovato. A Second Notice was sent to the Committee on October 12, 2000 for failure to respond to the RFAI (Attachment # 8).

On September 19, 2000 an RFAI was sent to the Committee by RAD referencing the 2000 July Quarterly Report (Attachment # 9). The RFAI requested the Committee file an amendment to their report to include a complete Schedule C and C-1 on the loan from Patriot National Bank. A Second Notice was sent on October 12, 2000 for failure to respond to the RFAI (Attachment # 10).

On October 11, 2000 the Treasurer for the Committee, Mr. Paolino, contacted the Assistant Branch Chief of the Authorized Branch in response to the RFAI's received by the Committee requesting further clarification on a loan from Patriot National Bank. Mr. Paolino explained that the loan from Patriot National Bank was restructured upon realizing that the guarantee of the loan by Mr. Trovato resulted in an excessive contribution. The Committee restructured the original amount of the loan from \$200,000 to \$300,000. The loan was secured with a Certificate of Deposit and equity in a home owned jointly by the Candidate and his wife. Mr. Paolino was informed by the Assistant Branch Chief to send in a Schedule C with the new loan information (Attachment # 11).

On October 15, 2000 the Committee filed a 2000 October Quarterly Report. Schedule C of the report disclosed Mr. Giordano as the guarantor for the \$300,000 loan from Patriot National Bank. However, the Schedule C did not include Ms. Giordano as a guarantor as was previously reported on the Amended 2000 July Quarterly Report, dated August 21, 2000. A Schedule C-1 was not filed with this report (Attachment # 12).

On November 1, 2000 the Committee filed amendments to the 2000 April Quarterly Report and the July Quarterly Report with a cover letter. The letter stated that the Giordano Exploratory Committee entered into a \$200,000 debt obligation with Patriot National Bank in February of 2000. The letter also states that the Giordano for U.S. Senate Committee assumed the debt obligation of the

exploratory committee and increased the loan amount to \$300,000 in July of 2000. The letter also details the sources of collateral for the \$300,000 loan. The Committee included copies of Schedule C and C-1 with both amended reports, but the documents only pertain to the \$200,000 loan disclosed on the original 2000 April Quarterly. (Attachment # 13).

On November 27, 2000 the Committee filed a fourth amendment to the 2000 July Quarterly Report. The Committee sent a letter stating that Schedules C and C-1 have already been supplied in past amendments (Attachment # 14).

On July 3, 2001 an RFAI was sent to the Committee by RAD referencing the 2000 Amended July Quarterly Report, dated August 21, 2000 (Attachment # 15). The RFAI notes the receipt of the excessive contributions from Ms. Dawn Ann Giordano. The RFAI requested the Committee amend their report if the contribution from Ms. Giordano was not reported correctly. The Committee was also requested to take appropriate action to remedy the excessive contribution. A Second Notice was sent on July 26, 2001 for failure to respond to the RFAI (Attachment # 16). No response was received from the Committee.

### **SECTION 2.**

On October 13, 2000 the Committee filed the 2000 October Quarterly Report. This report disclosed the receipt of excessive contributions totaling \$2,000 from two (2) individuals. An RFAI was sent to the Committee by RAD on July 3, 2001 referencing the 2000 October Quarterly Report (Attachment # 17). The RFAI noted the receipt of excessive contributions and requested the Committee amend their report if the contributions were reported incorrectly. The Committee was also requested to take appropriate action to remedy the excessive contributions. The Committee responded with an amendment on July 18, 2001 correcting one (1) excessive contribution in the amount of \$1,000. A second Notice was sent on July 26, 2001. (Attachment # 18). No response was received from the Committee.

On October 27, 2000 the Committee filed the 2000 12-Day Pre-General Report. This report disclosed the receipt of prohibited contributions totaling \$1,250 from three (3) corporations. An RFAI was sent to the Committee by RAD on July 17, 2001 referencing the 2000 12-Day Pre-General Report (Attachment # 19). The RFAI noted the receipt of prohibited contributions and requested the Committee amend their report if the contributions were reported incorrectly. The Committee was also requested to take appropriate action to remedy the prohibited contributions. A Second Notice was sent to the Committee on August 9, 2001 for

failure to respond to the RFAI (Attachment # 20). No response was received from the Committee.

On February 16, 2001 the Committee filed the 2000 30-Day Post-General Report. This report disclosed the receipt of excessive and prohibited contributions totaling \$30,000 from three (3) individuals and four (4) corporations. An RFAI was sent to the Committee on July 17, 2001 by RAD referencing the 2000 30-Day Post-General Report. (Attachment # 21). The RFAI noted the receipt of excessive and prohibited contributions and requested the Committee amend their report if the contributions were not reported correctly. The Committee was also requested to take appropriate action to remedy the excessive and prohibited contributions. A Second Notice was sent to the Committee on August 9, 2001 for failure to respond to the RFAI (Attachment # 20). No response was received from the Committee.

### B. Failure to Provide the Contributor Information for Contributions from Individuals

The Committee failed to disclose the contributor information for 440 of 644, or sixty-eight percent (68%), of the itemized contributions from individuals during the 1999-2000 Election Cycle.

Presented below is a summary of RAD's communications with the Committee regarding the missing contributor information.

The April and July Quarterly Reports provided the contributor information for 101 of the 102 contributors. Thus, the committee did not receive an RFAI on these reports for this standard.

On October 13, 2000, the Committee filed a 2000 October Quarterly Report. The report failed to provide the contributor information for 124 of 217, or 57% of the itemized individual contributions disclosed during the reporting period. The missing information included the contributor's address, occupation, employer, and date.

On October 27, 2000, the Committee filed a 2000 12-Day Pre-General Report. The report failed to provide the contributor information for 11 of 17, or 64% of the itemized individual contributions disclosed during the reporting period. The missing information included the contributor's address, occupation, and employer.

On February 16, 2001, the Committee filed a 2000 30-Day Post-General Report. The report failed to provide the contributor information for 308 of 308, or

100% of the itemized individual contributions. The missing information included the contributor's address, occupation, and employer.

On July 3, 2001, an RFAI was sent by RAD to the Committee referencing the 2000 October Quarterly Report (Attachment # 17). The RFAI noted that the Committee failed to provide the required contributor information and explained the procedures for demonstrating "best efforts".

On July 17, 2001, RFAIs were sent by RAD to the Committee referencing the 2000 12-Day Pre-General Report (Attachment # 19) and the 2000 30-Day Post-General Report (Attachment # 21). The RFAIs noted that the Committee failed to provide the required contributor information and explained the procedures for demonstrating "best efforts".

On July 18, 2001, the Committee filed an Amended 2000 October Quarterly Report (Attachment # 23). This amendment included a letter from the Committee to contributors who failed to include occupation and employer information as well as descriptions of telephone follow-up attempts. The Committee did not include the statements required to establish best efforts. On July 26, 2001, RAD sent a Second Notice to the Committee (Attachment # 18). The Committee did not respond to the Second Notice.

On August 9, 2001, RAD sent Second Notices to the Committee regarding both the 2000 12-Day Pre-General Report and the 2000 30-Day Post-General Report (Attachments # 20). The Committee did not respond to the Second Notices.

On August 31, 2001 the Analyst called the treasurer of the Committee, Mr. Ariola, regarding the three (3) matters<sup>2</sup> (Attachment # 24). The Analyst was informed that Martin Minnella was acting as the power of attorney for Mr. Ariola and all correspondence would be directed through him. Mr. Minnella stated that his client was not the treasurer of the Giordano For United States Senate Committee. Mr. Ariola alleged that his signature was signed to documents stating that he was the treasurer without his consent. Mr. Minnella stated that a letter would be drawn up by both himself and Mr. Ariola stating that Mr. Ariola was not responsible for filing any amendments to reports based on the fact that he is not the acting treasurer. No response was received. Several attempts were subsequently made to try and reach Mr. Minnella without any response.

<sup>&</sup>lt;sup>2</sup> Also present during the conference call were Barry Conway, Authorized Branch Chief and Michael Young, RAD Senior Analyst.

On January 14, 2002, the analyst attempted to contact the former treasurer for the committee in order to receive some information concerning the Committee's three matters. However, no response was received from Mr. Blumenthal, (Attachment # 25).

Please note that in January 2002, RAD determined that the RFAI's and Second Notices sent for the 2000 October Quarterly, 2000 12-Day Pre Primary, and the 2000 30-Day Post General Reports were never received by the Committee. The Committee had closed their Post Office Box sometime in 2001 without notifying the FEC and left no forwarding address. Also, the returned letters from the US Postal Service were not received by the FEC until several months later due to the anthrax/irradiation issues with the mail. In light of these facts, the Analyst contacted Mr. Ariola's attorney, Mr. William Brown, on January 14, 2002 and arranged to have copies of the letters in question sent via mail to Mr. Brown's office (Attachment # 26). The copies of the letters in question were mailed that same day.

On February 13, 2002, the Analyst attempted to contact the assistant and former treasurer, Mr. James Paolino, for the committee in order to receive information concerning the Committee's three (3) matters. Mr. Paolino no longer resided at the number provided by the Committee. Mrs. Paolino (James Paolino's mother) would not supply the Analyst with an alternate contact number and stated she would not relay the message to her son. (Attachment # 27)

On April 11, 2002, the Analyst contacted Mr. Ariola's attorney, Mr. William Brown, in order to confirm the receipt of RFAI's and Second Notices sent by RAD to Mr. Brown's office. Mr. Brown informed the Analyst that to date the only correspondence his office had received from RAD was a Non Filer Notice for the 2001 Year End Report. The Analyst then suggested that the RFAI's and Second Notices for the 2000 October Quarterly, the 2000 12 Day Pre Primary and the 2000 30 Day Post General be sent via fax. The Analyst asked Mr. Brown to review the RFAI's with Mr. Ariola to see if a response to RAD's inquires could be made. Mr. Brown informed the Analyst that the FBI was still in possession of all Committee files and no indication has been made that the files would be returned. Therefore, he stated that no response to RAD would be made. (Attachment # 28)

On October 21, 2002, the Analyst was contacted by a paralegal in the law office of Mr. Ariola's Attorney, Mr. William Brown. The paralegal informed the Analyst that the treasurer, Mr. Ariola and his attorney, Mr. Brown were filing the 2001 Mid Year Report. The Committee was mailed a Non Filer Notice for the 2001 Mid Year Report on January 14, 2002. (Attachment #29) The Analyst asked the paralegal if the treasurer and his attorney were intending to amend any past

reports to correct the three potential violations against the Committee. The paralegal informed the Analyst that he did not have that information available to him at the time but he would look into the matter and find out what corrections if any had been made to correct the three (3) matters pending. (Attachment # 30)

On October 22, 2002 the Analyst was contacted by a paralegal in the law office of Mr. Ariola's attorney, Mr. William Brown. The Analyst was informed that no corrections were made on the three (3) matters pending against the Committee. This was due to the fact that the FBI and IRS were still in possession of all of the Committee's campaign files, disk, and all other related material. The Analyst was informed that the FBI and IRS show no signs of the material being returned to the Committee therefore no corrections could be made. The paralegal informed the Analyst that the 2001 Mid Year Report was sent on October 21, 2002 along with a letter from Mr. William Brown stating that no amendments were filed to correct the three (3) pending matters. (Attachment #31)

Attachment 1 Page 1

FEDERAL ELECTION COMMISSION 2001-2002

INDEX OF SUPPORTING DOCUMENTS - (E)

DATE 11/04/2002

CANDIDATE/COMMITTEE/DOCUMENT

OFFICE SOUGHT

**PARTY** 

RECEIPTS

DISBURSEMENTS

**COVERAGE DATES** 

# OF **PAGES** 

IMAGE LOCATION

**TOTAL PAGES** 

TYPE OF FILER

GIORDANO, PHILIP A

SENATE

REPUBLICAN PARTY

CONNECTICUT

2000 ELECTION ID# SOCTO0060

1. STATEMENT OF CANDIDATE

2. PRINCIPAL CAMPAIGN COMMITTEE

GIORDANO FOR UNITED STATES SENATE

2001 STATEMENT OF ORGANIZATION - AMENDMENT

NOTICE OF FAILURE TO FILE NOTICE OF FAILURE TO FILE

2002 NOTICE OF FAILURE TO FILE

ID #C00353862 **SENATE** 

2 21SEN/005/0769 16FEB01 2 21FEC/729/0482 1JAN01 -30JUN01 1JUL01 -31DEC01

22FEC/747/2587 1JAN02 -30JUN02 2 22FEC/772/0763

**TOTAL** 3. AUTHORIZED COMMITTEES

4. JOINT FUNDRAISING COMMITTEES AUTHORIZED BY THE CAMPAIGN

THE FOLLOWING INFORMATION IS AS REPORTED BY PARTY AND NON-PARTY COMMITTEES OR OTHER FILERS OUTSIDE THE CAMPAIGN

0

5 NON-PARTY AND OTHER COMMITTEES

CONTRIBUTIONS TO

**EXPENDITURES ON BEHALF OF** 

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6. PARTY COMMITTEE TRANSACTIONS

CONTRIBUTIONS TO

EXPENDITURES ON BEHALF OF

7. COMMUNICATION COST TRANSACTIONS

COMMUNICATION COSTS ON BEHALF OF

COMMUNICATION COSTS AGAINST

\*\*\*\* 8. DELEGATE COMMITTEE REPORTS

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RECEIPTS

DISBURSEMENTS

**49** 9. UNAUTHORIZED SINGLE CANDIDATE COMMITTEE REPORTS

All reports reviewed.

Cash on Hand as of 12/31/01: \$9,312

Debts and Obligations owed to the Committee: \$0 Debts and Obligations owed by the Committee: \$0 REQUEST FOR ADDITIONAL INFORMATION 2ND

REQUEST FOR ADDITIONAL INFORMATION

- AMENDMENT

REQUEST FOR ADDITIONAL INFORMATION

REQUEST FOR ADDITIONAL INFORMATION

REQUEST FOR ADDITIONAL INFORMATION

NOTICE OF FAILURE TO FILE

NOTICE OF FAILURE TO FILE

NOTICE OF FAILURE TO FILE

OCTOBER QUARTERLY

OCTOBER QUARTERLY

PRE-GENERAL

POST-GENERAL

YEAR-END

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FEDERAL ELECTION COMMISSION

1999-2000

1APR00 -30JUN00

1APR00 -30JUN00

1APR00 -30JUN00

1JUL00 -30SEP00

1JUL00 -30SEP00

10CT00 -240CT00

10CT00 -240CT00

250CT00 -27NOV00

250CT00 -27NOV00

250CT00 -27NOV00

250CT00 -27NOV00

250CT00 -27NOV00

28NOV00 -31DEC00

- 1JUL00 -30SEP00

170,978 1JUL00 -30SEP00

131,480 10CT00 -240CT00

129,740 250CT00 -27NOV00

261,220 10CT00 -31DEC00

DATE 11/04/2002

7 20FEC/618/0845

6 21FEC/716/3754

2 21FEC/722/1013

76 20SEN/034/2297

3 21SEN/009/0970

9 21FEC/716/3760

2 21FEC/722/1011

19 20SEN/038/1414

8 21FEC/719/4071

8 21FEC/727/2474

51 21SEN/005/0772

2 21FEC/695/3161

2 21FEC/695/3163

13 21FEC/727/2482

12 21FEC/719/4059

14 22FEC/751/0700

63 21SEN/005/1623

2 21FEC/695/2472

INDEX OF SUPPORTING DOCUMENTS - (E) RECEIPTS DISBURSEMENTS # OF IMAGE CANDIDATE/COMMITTEE/DOCUMENT OFFICE SOUGHT/ PARTY PRIMARY GENERAL PRIMARY GENERAL COVERAGE DATES PAGES LOCATION TYPE OF FILER SENATE GIORDANO, PHILIP A REPUBLICAN PARTY CONNECTICUT 2000 ELECTION ID# SOCTOOO60 1. STATEMENT OF CANDIDATE 2 20SEN/010/0933 20MAR00 2000 STATEMENT OF CANDIDATE 2. PRINCIPAL CAMPAIGN COMMITTEE ID #C00353862 SENATE GIORDANO FOR UNITED STATES SENATE 2 20SEN/009/0837 2000 STATEMENT OF ORGANIZATION 11FEB00 2 20SEN/010/0935 STATEMENT OF ORGANIZATION - AMENDMENT 20MAR00 STATEMENT OF ORGANIZATION - AMENDMENT 24JUL00 2 20SEN/023/2801 24JUL00 4 20SEN/023/2804 **48 HOUR CONTRIBUTION NOTICE** 2N0V00 7 20SEN/039/0048 **48 HOUR CONTRIBUTION NOTICE** 2 20SEN/044/0447 STATEMENT OF ORGANIZATION - AMENDMENT 8DEC00 22 20SEN/015/0408 255,900 197,929 1JAN00 -31MAR00 APRIL QUARTERLY 197,929 1JAN00 -31MAR00 26 20SEN/038/2331 **APRIL QUARTERLY** 255,900 197,929 1JAN00 -31MAR00 6 20SEN/044/0450 APRIL QUARTERLY 255,900 - AMENDMENT REQUEST FOR ADDITIONAL INFORMATION 1JAN00 -31MAR00 6 20FEC/604/2010 1JAN00 -31MAR00 6 20FEC/618/0839 REQUEST FOR ADDITIONAL INFORMATION 2ND 177,465 1APR00 -30JUN00 15 20SEN/018/0698 122.325 JULY QUARTERLY - 1APR00 -30JUN00 6 20SEN/021/2845 JULY QUARTERLY - AMENDMENT 177,465 1APR00 -30JUN00 42 20SEN/027/2990 122,325 JULY QUARTERLY - AMENDMENT - AMENDMENT - AMENDMENT 185,029 1APR00 -30JUN00 JULY QUARTERLY 122,325 18 20SEN/038/2358 385,029 1APR00 -30JUN00 9 20SEN/044/0457 JULY QUARTERLY 322,325 1APR00 -30JUN00 6 20FEC/604/2004 REQUEST FOR ADDITIONAL INFORMATION

177,046

154,128

107.506

261,634

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### FEDERAL ELECTION COMMISSION

1999-2000 E INDEX OF SUPPORTING DOCUMENTS - (E)

DATE 11/04/2002

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CANDIDATE/COMMITTEE/DOCUMENT			RECEI		DISBURS				# OF	IMAGE
	OFFICE SOUGHT/	PARTY	PRIMARY	GENERAL	PRIMARY	GENERAL	COVERAGE	DATES	PAGES	LOCATION
									OF FILER	

TOTAL 0 1,278,539 0 1,276,376 480 TOTAL PAGES
3. AUTHORIZED COMMITTEES
4. JOINT FUNDRAISING COMMITTEES AUTHORIZED BY THE CAMPAIGN

THE FOLLOWING INFORMATION IS AS REPORTED BY PARTY AND NON-PARTY COMMITTEES OR OTHER FILERS OUTSIDE THE CAMPAIGN

5. NON-PARTY AND OTHER COMMITTEES

CONTRIBUTIONS TO EXPENDITURES ON BEHALF OF

GOP-5 COMMITTEE

NONE

ID# CO0181230 NON-PARTY QUALIFIED

2000 OCTOBER QUARTERLY 1,000 18SEP00 20FEC/612/1355
INTERNATIONAL LONGSHOREMEN'S ASSOCIATION AFL-CIO COMMITTEE ON POLITICAL EDUCATION ILA-COPEID# CO0158576 NON-PARTY QUALIFIED

INT'L LONGSHOREMEN'S ASSOC, ALF-CIO
27APP00 27APP00 20F90/016/4940

2000 JULY QUARTERLY 1,000 27APR00 20F99/016/4940 PEOPLE'S BANK FEDERAL POLITICAL ACTION COMMITTEE ID# C00178012 NON-PARTY QUALIFIED

PEOPLE'S BANK FEDERAL POLITICAL ACTION COMMITTEE 1D# COUT/8012 NON-PARTY QUALIFIED
PEOPLE'S BANK
2000 OCTOBER QUARTERLY 250 8SEP00 20FEC/609/0863

RE-ELECT NANCY JOHNSON TO CONGRESS COMMITTEE

2000 OCTOBER QUARTERLY

1,000

10# C00145607 HOUSE

20FEC/613/2065

UNITED STATES FILTER CORPORATION POLITICAL ACTION COMMITTEE ID# C00326058 NON-PARTY QUALIFIED UNITED STATES FILTER CORP

2000 OCTOBER MONTHLY 1,000 25SEP00 20F99/022/7773

♥ TOTAL 4,250 0

© 6. PARTY COMMITTEE TRANSACTIONS

CONTRIBUTIONS TO EXPENDITURES ON BEHALF OF
CONNECTICUT REPUBLICAN FEDERAL CAMPAIGN COMMITTEE ID# C00023838 PARTY QUALIFIED

CONNECTICUT REPUBLICAN FEDERAL CAMPAIGN COMMITTEE 1D# CUUU23838 PARIT QUALIFIEL 1999 STATE VIC FUND COMM

2000 POST-GENERAL 5,000 270CT00 20FEC/669/1805

TOTAL 5,000 0

O COMMUNICATION COST TRANSACTIONS

7. COMMUNICATION COST TRANSACTIONS
COMMUNICATION COSTS ON BEHALF OF COMMUNICATION COSTS AGAINST

NATIONAL RIFLE ASSOCIATION (INSTITUTE FOR LEGISLATIVE ACTION)

2000 YEAR-END

1D# C70000716 COMMUNICATIONS
326
300CT00 21FEC/677/1162

2000 YEAR-END 326 300C100 21FEC76777116

TOTAL 326 0
8 DELEGATE COMMITTEE REPORTS

RECEIPTS DISBURSEMENTS

9. UNAUTHORIZED SINGLE CANDIDATE COMMITTEE REPORTS



### **EXCESSIVE CONTRIBUTIONS**

	CONTRIBUTION		ELECTION		EXCESSIVE
CONTRIBUTOR	AMOUNT	DATE	DESIGNATION	REPORT	AMOUNT
Allocco, Elizabeth	\$1,000	09/15/2000	G	Q3	
Allocco, Elizabeth	\$1,000	09/15/2000	G	Q3	\$1,000
Capelletti, Joann	\$1,000	06/28/2000	G	Q2	
Capelletti, Joann	\$250	10/18/2000	G	30G	\$250
Decaro, Angelo	\$2,000	10/03/2000	G	30G	\$1,000
Longino, Timothy	\$1,800	10/30/2000	G	30G	<u> </u>
Longino, Timothy	\$22,000	10/30/2000	G	30G	\$23,000
Paolino, James	\$1,000	05/25/2000	G	Q2	
Paolino, James	\$1,000	06/28/2000	G	Q2	\$1,000
Pinto, Paul	\$1,000	10/27/2000	G	30G	
Pınto, Paul	\$250	04/12/2000	G	Q1	\$250
	-			TOTAL	\$26,500

	CONTRIBUTION				EXCESSIVE
CONTRIBUTOR	AMOUNT	DATE	ELECTION	REPORT	AMOUNT
Giordano, Dawn Ann and/or Travato, Salvatore*	\$149,000	07/14/2000	G	Q3	\$149,000
				TOTAL	\$149,000

<sup>\*</sup> Based on the documention provided by the Committee, RAD was unable to determine if an excessive contribution of \$149,000 was received by the candidate's wife, Dawn Ann Giordano, or the candidate's father-in-law Salvatore Travato.

### PROHIBITED CONTRIBUTIONS

			ELECTION		PROHIBITED
CONTRIBUTOR	AMOUNT	DATE	DESIGNATION	REPORT	AMOUNT
Diabes Brothers, Inc.	\$1,000	10/27/2000	G	30G	\$1,000
Diabes Brothers, Inc. II	\$1,000	10/27/2000	G	30G	\$1,000
DiBacco Plumbing & Heating Inc.	\$500	10/07/2000	G	12G	\$500
En-Tech Corp.	\$2,500	10/14/2000	G	30G	\$2,500
Northeast Cosmetology Inc.	\$500	10/01/2000	G	12G	\$500
R.P L	\$1,000	10/10/2000	G	30G	\$1,000
The Red Lion, Inc.	\$250	10/04/2000	G	12G	\$250
				TOTAL	\$6,750

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### LOANS



Page \_\_\_\_\_ai\_\_\_\_for LINE NUMBER\_\_\_(Use separate schedules

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	6. Full Name, Mailing Address and ZIP Code of Loan Sauce	Original Aunaunt	Cumulative Payment	Belance Cursta∧ding
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SCHEDULE C-1
Federal Election Commission
Washington, D.C. 20463



LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

Luaura	AC COLUMNOTOR AND IN U.S.	(condended		
	OF COMMITTEE (IN FULL)	10.5.	FEC IDENTIFICATION NUMBER	
(	riot deno Cong. EXPLORATE COINT.	/ Jenofe		
FULLN		1 - 1 - 1	AMOUNT OF LOWN	INTEREST RATE (APR)
	Pathot National Bank 900 Bedford Street		\$ 200,000	10%
		•	DATE INCURRED OR ESTABLISHED	DATE DUE
	SAMFOLD, CT 06901		2/25/00	2/25/01
	A. Has loan been restructured? No Tyes If yo	es, date originally	y incurred:	
	B. If line of credit, amount of this draw: 20,000;1	otal outstanding	balance: <u>@ / 99, 000</u>	
•	C. Are other parties secondarily liable for the debt incurred	17		
-!	☐ No ☐ Yee (Endorsers and guarantors must be rep		ule C.)	
	D. Are any of the following pledged as collateral for the loar certificates of deposit, chattel papers, stocks, accounts rece			
		ocposit		
-	What is the value of this collateral?			
	Does the lander have a perfected security interest in it?	□No	☐ Yès	•
	E. Are any future contributions or future receipts of interes	t monare, plados	of an adjustment for the loan?	
•				
	No Mes If yes, specify: Confin buttons	HOM FUTURE	What is the estimated value	3 gradian(x)
٠	A depository account must be established pursuant to 11	CFR 100.7(b)[11	1)(i)(B) and 100.8(b)(12)(i)(B)	. Date account
•	established: 3/35/00 Location of account: 10	trot Nar	tional Bunk	
٠,,	F. If neither of the types of collateral described above was p			loss not aqual or
٠.	exceed the loan amount, state the basis upon which this loa			
- 1		•		
•	G. COMMITTEE TREASURER			DATE
				Ulis Ina
	774.743 4. 77430	IGNATURE AND		7/14/00
	H. Attach a signed copy of the loan agreement.	The second second		
• •	I. TO BE SIGNED BY THE LENDING INSTITUTION:		•	
•	I. To the best of this institution's knowledge, the terms	of the loan and o	other information regarding the	e extension of
i	the loan are accurate as stated above.			
, !	II. The loan was made on terms and conditions (including imposed for similar extensions of credit to other borrowers			than those
	III. This institution is aware of the requirement that a loa complied with the requirements set forth at 11 CFR 100.7(	n must be made	on a basis which assures rep	aymeni, and has
; AUTHO	FIZED REPRESENTATIVE			DATE .
	N/A will be included in next	- <del>-</del>		111
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SCHEDULE C-1
Federal Election Commission
Washington, D.C. 20483





### LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

NAME OF COMMITTEE (IN PULL)	FEC IDENTIFICATION NUMBER	
G-101 Jano CONGRESSION EXPLOSES!	ion Com.	
FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LEND	ER) AMOUNT OF LOAN	MITEREST (APR)
fatroot National Benks 900 Bedford St.	200,000	10%
900 Bedford St.	DATE INCUSPIED OF ESTABLISHED	
Stampord, CT 06901	2/25/00	2/
	f yes, date originally incurred:	
B. If line of credit, amount of this draw: 200,000	; total outstanding balance: 9/99, 600	
C. Are other parties secondarily liable for the debt incur  No Yes (Endorsers and guarantors must be		
D. Are any of the following pledged as collateral for the I certificates of deposit, chattel papers, stocks, accounts r		
What is the value of this collateral?		-
Does the lender have a perfected security interest in it?	□ No □ Yes	·
E. Are any future contributions or future receipts of interior.  No Expensive Contribution.  A depository account must be established pursuant to established:  Established:  Description of account:  F. If neither of the types of collateral described above we	Februs   North What is the estimated value   11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B)   Park   Pa	8). Date account
exceed the loan amount, state the basis upon which this	loan was made and the basis on which it assure	s repayment
G COMMITTEE TREASURER  TYPED NAME JOSES S. Paolino	SIGNATURE	DATE
H. Attach a signed copy of the loan agreement,	4	,
I. TO BE SIGNED BY THE LENDING INSTITUTION:  I. To the best of this institution's knowledge, the terr the loan are accurate as stated above.  II. The loan was made on terms and conditions (Incli imposed for similar extensions of credit to other borrow III. This institution is aware of the requirement that a complied with the requirements set forth at 11 CFR 100	iding interest rate) no more favorable at the times of comparable credit worthiness.  Can must be made on a basis which assures re	ê than those
AUTHORIZED REPRESENTATIVE	TITLE	DATE
TYPED NAME SIGNATURE FEBANI22		1291
		1 25 1



# GIORDANO CONGRESSIONAL EXPLORATORY COMMITTEE

To whom it mat concern,

This exploratory committee entered into a debt obligation to Patriot National Bank in the amount of \$200,000. The Giordano for U.S. Senate has assumed this obligation in anticipation of the termination of this exploratory committee. All further information pertaining to this obligation can be found in the appropriate records for that committee. Please feel free to contact me with any question.

fames S. Paolino

Treasurer

### LOANS

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Patriot National Bount  State Bedford Ct.  State Fort CT COGO!  Extraction Common Codo!	Co.	Original Amount of Loan	Currelative Payment To Date	Belance Outer at Closs of This
Terms: Date Inquired Date Dug		ireanest Flate	(Mapr)	Secured
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	Account	Commissed Outstanding		
2. Full Name, Mailing Address and ZIP Code	\$	Employer	-//////////////////////////////////////	
	Occipa	ю		
	Amount	Queremeed Ownerding:	- /////////////////////////////////////	
2. Full Hame, Maring Address and ZIP Code	Name of	Employer		
	Occupa	юп		
	AMBUTI	Quarament Outstanding:		
B Full Reme, Marling Address and ZIP Code of Loan Source		Original Amount of Loan	Comulative Payment To Date	Batance Outes at Close of This
Election. Primary General Office (speedy				
Terroit: Date Incorred Date Due,		Ireerean Rane	<u>'4441</u>	Secured
List All Endonserà de Guarantona (il any) to Hom B				
	Nessa	Employer		
s. Figs Name, Maling Address and ZPF Code				
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	Cocups Amount \$	Guaranteed Oxferending:		
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	Amount S Name of Occups Amount S	Guaramend Outstanding:    Employer		
2 Full Name. Making Address and ZIP Code	Cocupa  Amount \$ Name of Cocupa  Name of Cocupa	Guaramend Outstanding:    Employer		

## Philip A. Giordano

**United States Senate** \*\*\*\*



Timothy A. Longino

Campaign Chairman

July 14, 2000

**Federal Election Commission** 999 East Street NW Washington, D.C. 20463

Attn: Lisa Simpson

Re: Glordano for U.S. Senate

FEC#: C00353862

Dear Lisa:

2604415068

Enclosed please find schedule C, C-1 and a copy of the Loan Agreement pursuant to the above referenced committee. I trust this should complete said filing. Should you have any questions or if any additional documentation is necessary, please contact me.

Thank you for all your assistance. You were truly helpful and pleasant.

Very truly yours,

Philip A. Giordano

P.O. Box 2360, Waterbury, CT 06724 ★ ★ ★ (203)757-9984 ★ ★ ★ ★ SCHEDULE C-1 Attachment, 5 Parent Federal Election Commission Washington, D.C. 20463

## upplementary for Information ound on Page \_\_\_ of Schedule C

## RECEIVED LOANS AND MICHELES OF CHEED PHONED ENDING INSTITUTIONS

AMEGECOMMITTEE IN FULL) 00 JUL 18 AM 10: 59 JUL 17 P 1: 20	FEC IDENTIFICATION NUMBER	
Cornector Cornessium D. Sixthernto Com Ha		<b>L</b>
COTOLOANO COTORESSANO E EXPLORADA COMM. HO	AMOUNT OF LOAN	INTEREST RATE (APR)
PATRIOT NATIONAL BANK	#300,000	F. 67
900 Bedford ST	DATE INCURRED OR ESTABLISHED	DATE DUE
STAMFARD CT 06901	7-14-00	2/21/61
A. Has loan been restructured? No Yes If yes, date original	ly incurred:	
B. If line of credit, amount of this draw: 300,000; total outstanding	halance: 300,000	
C. Are other parties secondarily liable for the debt incurred?  No	iule C.)	
D. Are any of the following pledged as collateral for the loan: real estate, procedures of deposit, chattel papers, stocks, accounts receivable, cash on No ⊠ Yes If yes, specify: <u>certificate</u> of deposit	deposit, or other similar tradition	
What is the value of this collateral?		
Does the lander have a perfected security interest in it?	Yes	
E. Are any future contributions or future receipts of interest income, pledg	ed as collateral for the loan?	
No ☐ Yes if yes, specify:	Mhat ie the ertimated uahie	.9
A depository account must be established pursuant to 11 CFR 100.7(b)(1 established:  Location of account:	1)(i)(B) and 100.8(b)(12)(l)(B).	. Date account
F. If neither of the types of colleteral described above was pledged for this exceed the loan amount, state the basis upon which this loan was made an		
G COMMITTEE TREASURER		ATE
TYPED NAME JUNE PAOL 11 SIGNATURE	landen	71949-00
H. Altach a signed copy of the loan agreement.		
L TO BE SIGNED BY THE LENDING INSTITUTION:	· ·	••••
i. To the best of this institution's knowledge, the terms of the loan and the loan are accurate as stated above.	other information regarding the	extension of
tille laert ble grapicte to dicter thater	no more favorable at the time:	than those
ii. The loan was made on terms and conditions (including interest rate)	Credit worthweep	
ii. The loan was made on terms and conditions (including interest rate) imposed for similar extensions of credit to other borrowers of comparable iii. This institution is aware of the requirement that a loan must be made complied with the requirements set forth at 11 CFR 100.7(b)(11) and 100.	credit worthmess. I <b>on a</b> basis which assures rep.	ayment, and h
Imposed for similar extensions of credit to other borrowers of comparable ill. This institution is aware of the requirement that a loan must be made compiled with the requirements set forth at 11 CFR 100.7(b)(11) and 100.  THORIZED REPRESENTATIVE	credit worthmess.  I on a basis which assures rep.  B(b)(12) in making this loan.	Byment, and h
Imposed for similar extensions of credit to other borrowers of comparable ill. This institution is aware of the requirement that a loan must be made complied with the requirements set forth at 11 CFR 100.7(b)(11) and 100.  THORIZED REPRESENTATIVE	credit worthmess. I <b>on a</b> basis which assures rep.	

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### LOANS



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for sech numbered line)

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Philip A. Giospopo 157 Southward Road	Occupation		<i>*////////////////////////////////////</i>	
Worldway, CT 00708	Mayar			
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2. Full Name, Mailing Address and ZIP Code	Name of Employ		<i>-\////////////////////////////////////</i>	
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S. Full Name, Mailing Address and ZIP Code of Loan Sou	_	Highel Amount of Lean	Custulative Psyment To Date	Hatenca Quisti at Close of This
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### Philip A. Giordano for United States Senate



### Timothy A. Longino

Campaign Chairman

August 21, 2000

Secretary of the Senate Office of Public Records 232 Senate Hart Office Building Washington, DC 20510-7116

Re: FEC number C00353862
Tax identification number 06-1582134
Giordano U.S. Senate July quarterly filing

Dear Senate Clerk,

Please accept this packet as an addendum to our previously filed FEC report dated July 15, 2000.

We do not feel that our July report, as filed, adequately explains a loan transaction made by the Giordano for U.S. Senate Committee. This addendum attempts to correct all previous errors and purports to conform our report to FEC regulations.

As you know, the previous report collateralized the loan abovementioned with a Certificate of Deposit of \$300,000.00 held in the name of Dawn Ann Giordano, Philip A. Giordano's spouse. The Certificate of Deposit was a gift made to Mr. And Mrs. Giordano from Mrs. Giordano's father. Similar gifts were made to all Mrs. Giordano's siblings and their spouses. The Certificate was given jointly to be held in both names. This would allow us to collateralize \$150,000 00 of said loan with Mr. Giordano's one half interest in the Certificate. (document enclosed)

# Re: FEC number C00353862 Tax identification number 06-1582134 Giordano U.S. Senate July quarterly filing

Page 2

The balance of the loan is collateralized as follows:

- (a) Mr. Giordano holds an undivided one half interest in real estate known as 157 Southwind Road, Waterbury, CT. The fair market value of said premises is estimated to be \$220,000.00 of which \$110,000.00 of equity is imputed to him.
  - (b) In addition, Patriot National Bank holds a first position security interest in the cash on hand in the Committee account.

I apologize for any inconvenience that this addendum may cause. If you have any questions concerning this packet please do not hesitate to contact our office.

Momas Ariok,

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## GIORDANO CONGRESSIONAL EXPLORATORY COMMITTEE

To whom it may concarn,

The Giordano Congressional Exploratory Committee entered into a debt of obligation with Patriot National Bank in the amount of \$200,000. In anticipation of the termination of the exploratory committee, the Giordano for U.S. Senate Committee has assumed this obligation and increased its obligation to a total of \$300,000. All further references to this debt or any questions concerning this obligation can be referred to the Giordano Senate Committee and it's treasurer. I thank you for your time and I apologize for any inconvenience that this may cause.

Sincerely.

žames S. Paolino,

Giordano Congressional Exploratory Committee

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. . . .

Events of Default, Each of the following occurrences shall constitute an event of default under this Agreement therein eatled event of Default; in Debtor shall fail to pay any or all of the Obligations when due or (it payable on demand) on demand; in edgor shall fail to observe or perform any coveragnt or agreement berein binding on Piedgor; (iii) any representation or arranty by Piedgor set forth in this Agreement or made to Secured Party in any financial statement or report submitted to ecured Party by or on behalf of debtor shall prove materially false or misleading; (iv) Debtor shall voluntarily life or have voluntarily filed against it a pedicion under the United States Benkruptcy Code.

. Remadies upon Event of Default, Upon the occurrence of an Event of Default and at any time thereafter, Secured Party may service any one or more of the following rights or remedies: (i) declare all unmatured Chilipations to be immediately due and ayable, and the same shall therappor be immediately due and payable, without presentment or other notice of demand; (ii) xercise all voting and other rights as a holder of the Colleteral; [iii] exercise and enforce any or all rights and remedies validable upon default to a secured party under the Uniform Commercial Code, including the right to offer and sell the Colleteral valiable upon default to a secured party under the Unitorial Commission Code, without the right to distribution and who will alread to purchasers who will agree to take the Collateral for investment and not with a view to distribution and who will ignee to the imposition of restrictive legenus on the certificates representing the Collateral, and if notice to predom a sale which would otherwise quality as exampt from registration under the Securities Act of 1933; and if notice to Predom of any intended disposition of the Collateral or any other lateraled action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given at least 10 calendar days prior to the date of incended disposition or other action; we exercise or enforce any or all other rights or remedics available to Secured Party by law or agreement against the Collateral, against Pledgor or against any other person or property. Upon the occurrence of the Event of Default described in Section 4 (iv); all Obligations shall be immediately due and payable without demand or notice thereof.

6. Walvers by Pladgor, Pladgor waives notice of Secured Party's acceptance haseot and notice of the creation, existence and cayment or nonpayment of the Obligations. None of the following acts or things (which Secured Party is authorized to do or not to do with or without notice to Pladgor) shall be any way affect or impair the Security Interest or Pladgor's liabilities and obligations hereunder; (a) any extension or renewal (whether or not for longer than the original period) of any or all of the Obligations; (b) any change in the terms of payment or other terms of any or all of the Obligations or any Colleteral therefor, or any substitution or exchange of any evidence of any or all of the Obligations or colleteral therefor, or any release of any colleteral for any or all of the Obligations; (c) any waiver or forebearance granted to Debtor or any other person liable with other person; (d) the procurement or failure to procure any other colleteral for or grantentors or surfaces of any or all of the Obligations; (e) the procurement or failure to procure any other colleteral for or grantentors or surfaces of any or all of the Obligations; (e) the transfer to any person, at any time, of any interest in any of the Obligations or any colleteral therefor; (f) any strangement, composition, extension, moretoria or other relief granted to Debtor pursuant to any statute now in force or (i) any directions, composition, extension, moratoria or other relief granted to Debtor pursuant to any statute now in force or interested; (c) any interruption in business relations between Secured Party and Debtor; (h) the failure or neglect to protect or preserve any Obligation of any collateral therefor, or to exercise any right which may be available to Secured Party by law or agreement prior to or after an Event of Default or a default or additional ander any other agreement, or any delay in doing any of the foreigning; (i) the failure or neglect to ascertain or assure that the proceeds of any loan to Debtor are used in any particular the process of any loan to Debtor are used in any particular manner; and (k) the application or failure to apply in any particular manner any payments or credits upon the Obligations.

B. Miscellaneous. Any disposition of the Collateral in the manner provided in Section 5 shall be deemed communicially reasonable. This Agreement can be waived, modified, amended, terminated or discharged, and the Security interest can be released, only explicitly in a writing signed by Secured Party. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any Secured Party's rights or remedies. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall be deemed neither has a condition to not har the exercise or enforcement of any other. All notices to be given to Piedgor shall be deemed sufficiently given if delivered or mailed by registered or certified mail, postage prepaid, to Piedgor at its address act forth above or at the most recent address shown on Secured Party's records. Secured Party's duty of care with respect to Collateral in its postagion (as imposed by law) shall be deemed fulfilled if Secured Party as duty of care with respect to Collateral in its such Collateral or, in the case of Collateral in the custody or possession of a bailes or other third person, exercises reasonable care in the selection of the bailes or other third person, and Secured Party need not otherwise preserve, protect, insure or care for any Collateral. Secured Party shall not be obligated to preserve any rights Piedgor may have against prior parties, to exercise at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of the Colleteral at all or in any particular manner or order, or to apply any cash proceeds of Colleteral in any particular order of application. Pledgor will reimburse Secured Party for all suspenses backeting reasonable attornays' fees and legal expenses. application. Pledgor will reimbuse Secured Party for all expenses (minuting reasonable attorneys' fees and legal expenses) incurred by Secured Party in the protection, defense or embroament of the Security Interest, including expanses incurred in any litigation or bankruptcy or insolvency proceedings. This Agreement shall be binding upon and limite to the benefit of Pledgor and Secured Party and their respective heirs, representatives, successors and assigns and shall take affect when signed by Pledgor and delivered to Secured Party. Except to the extent otherwise required by law, this Agreement shall be governed by the laws of the state in which it is executed and, unless the context otherwise requires, all terms used herein which are defined in Articles 1 and 9 of the Uniform Commercial Code, as in effect in said state, shall have the meanings therein stated. If any prevision or application of this Agreement is held unlawful or unanforceable in any respect, such flegality or unanforceability shall not affect other provisions or applications which can be given effect, and this Agreement shall be construed as if the unlawful or unanforceable provision or application had never been contained harein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. If this Agreement is signed by more then one person as Pledgor, the term "Pledgor" shall refer to each of them separately and to both or all of them jointly; all such persons shall be both severally and jointly with the other(s); and all property described in Section 1 shall be included as part of the Collecters! whether it is owned jointly by both or all Pledgors or is owned in whole or in pert by one (or more) of them.

V.T Ţ

, Attachment 6 Fage 6
RIGT HAT-COLL BANK
RIOT NATIONAL BANK
REMARK STREET
MPGRD, C7 06901
OWNERSHIP OF ACCOUNT - PERSONAL PURPOSE
INDIVIDUAL
JOHT - WITH SURVEYORSHIP and not be beneate in operating
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OWNERSHIP OF ACCOUNT - BUSINESS PURPOSE
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\$1992 Blands Sylmans, Mc, St. Cloud MH (1-800-397-2341) Form MPSC-LAZ CT 4:1986

(Data)

NONRESIDENT ALIENS - I am not a United States person, or it I am an individual, I am neither a citizen nor a resident of the United States.

SIGNATURE, I comity under penalties of perjusy the eletements checked in this section.

PATE OF NATIONAL PARK

© 1992 Barker Systems, Inc., 91 Cloyd, MN (1-860-997-3961) Ferm MPSCLAZ-CF - 6(1996) PAJRICH JARTONAL BANK

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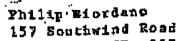
# Third Party Pledge Agreement DATE As of July 14, 2000

MEDRON	Dawn Gfordano	SECURED PARTY	Patriot Mational Bank
BLISHEDS . OR PESIDENCE, ADDRESIS	157 South wind Road	address.	900 Bedford Street
CTY, STATE B 229 COOK	Waterbury, CT 06708	CITY. STATE & STP COUR	Stanford, CT D6901

The payment and performance of sech and every debt, Rability and obligation of every type and description which
(*Debtor*) may now or at any time herealter
Over to Secured Party (whether such debt, liebility or obligation now exists or is hereafter croited or boursed, and whether it is
or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or
joint, savered or joint and Saverel; all such debts, liabilities and obligations being here's collectively retained to be the
Little debt, fability or beingstein or
Line of Credit, and any extensions, renewals or replacements thereof (herein referred to as the
"Ogligations"),
Redgor hereby grants Secured Party a security interest (berein called the "Security Interest") in (check one):
.   all property of any kind now or at any time hereafter owned by Pladger, or in which Pladger may now or hereafter have a
interest, which may now be or may at any time hereafter come into the possession or control of Secured Party or into the
possession or control of Secured Parry's agents or correspondents, whether such possession or control is given for colleges.
purposes or for safekeeping, together with all proceeds of and other rights in connection with such property therein called the
"Constrain).
"Consterer").  Extra property owned by Pledger and held by Secured Party that is described as follows: Parriot National Barr Cartificate of Deposit together with all rights in conversion with that property (here)
called the "Collateral").
<ol> <li>Representations, Warrenties and Covenents. Pledger represents, warrants and covenents that:</li> <li>Pledger will duly endorse, in blank, each and every instrument constituting Colleteral by signing on said instrument or t</li> </ol>
ply theogor ton dury charter, in plant, each and every presentant consecuting consecutive of algebra and inter-
thi Pledron is the owner of the Colleged free and clear of all liers, enclimbrances, seconly interests and testrictions, excel
the Comming Interest and now rectricities isoland appearant on any instrument codestituting Collection.
(c) Pladgor will keep the Colleteral free and clear of all liens, encumbrances and security interests, except the Security interest
ld) Pledgor will pay, when due, all taxas and other governmental charges levied or essessed upon or against any Collected.  [a] At any time, upon request by Seburad Party, Pledgor will deliver to Secured Party all natical, financial statements, repor
er exter communications consider by Planton as an owner of builder of the College M.
th bladens will upon receive delines to Secured Party in pledon as additional Collectors all securités distributed on account
the Collegeral such as stock dividerids and securities resulting from stock splits, reorganizations and recapitalizations.
3. Rights of Secured Party. Pladgor agrees that Secured Party may at any time, whether before or after the occurrence of an Event of Default and without notice or demand of any kind, (i) notify the obligor on or issue of any Collateral to make payment.
A Command Darby and Safe amounts due of distributable thereon. Lift in Piccount's fame of Secured Party's name strokes collect.
al any Calletoni by mit of otherwise of entranter release in exchange all of any part of it, or comprisings, except of its
for any period now childrenian quideaced by the Collected. Wil mobile at proceeds of the London and my pick any microsof
profits received from the Collegeral as additional security for the Obligations, except that any money received from to Collegeral shall, at Secured Party's option, be applied in reduction of the Obligations, in such order of application as Secure
Party may determine, or be remitted to Debtor.
i Laiting the training in an abuncum th hanse.

this agreement contains additional provisions set forth on page 2 kereof, all of which are made a part hereof.

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By	1724	<u>/\.</u>	<u> </u>	 	
Title:				 	
By			<del></del>	 	
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Waterbury, CT 05708
Account holders name and address: "I means the account holder named above. If there is more than one, "I means all account holders jurily and each account holder separately.

Date: As of July 14, 2000

Assignment of deposit or share account: For value received, I assign and transfer to you, and I give you a security interest in the following account(e):

Certificate No.

and any renewals or substitutions. These account(s) will be related to as the collecteral in the rest of this agreement. The collecteral is held with:

Patriot National Bank 900 Bedford Street Stanford, CT 06901

which will be referred to as the depository in the rest of this agreement. The collected includes all funds now in the accounts listed plus all additions of any kind and from any source, made at any time before the release of this agreement in wilting.

Secured debt(s): This agreement is made to secure the payment of:

😡 all present and luture debts, of every kind and description which:

Giordano US Senate Committee and

Philip Giordano may now to haracter ove to you, no matter how or when these debts arise. (We intend this paragraph to be very broad. For example, "debts" include loans or credit purchases, made by or transferred to you, as wen as debts arising from any other relationship such as theck overdrafts, torgenes, or returned deposits. These also include debts arising from any capacity [maker, co-maker, endorser, surety, guarantor].) If more than one person or entity is listed, then all point and separate debts of all those listed are secured.

the following detectiond debt[s], plus all extensions, renewals, modifications and substitutions:

Patriot National Bank 900 Bedford Street Stanford, Ct 06901

Secured party's name and address: "You" means the accurac party named above, your successors and assigns.

Additional burns: The following terms are also part of this agreement:

- (1) This agreement will just commyou release it in writing, and you are not required to release it until the secured debts are paid in full.
- (2) While this agreement is in effect, neither I not anyone also (except you, the secured party) can wilkered all or any part of the collateral.
- (3) No joint gamer, beneficiary, serviving spouse or representative of my estate gets any rights in the collateral in the event of my death or incapacity will the secured debts are gold in full.
- (4) You have the right to withdraw all or any part of the collateral and apply the withdrawal stwert the payment of the secured debt(s), even in the withdrawal causes a penalty. If a secured debt is in default you can exarcise this right without any notice to me or my consent (unless such notice or consent is required by law and cannot be waived). You have the right to sign my came (or sign your name as my extorney in fact) to exercise the rights given to you in this agreement.

(5) I represent and promise that no other person or entity has any rights in the collateral that have priority over those I am gwing you here and that no part of the collateral is exempt or protected by law from this agreement.

(6) The rights and remarks I am giving you here are in addition to any stated in any other agreements. If there is more than one debt secured, more than one type of collected (Including collected outside of this agreement) or more than one cabior liable. It is entirely in your discretion as to the order and timing of remadies you select.

(?) I neither sesume not am excused from personal liability for any of the secured debts merely by making this egreement; my personal liability with be determined by referring to other documents. I do assume personal liability for the warranties and representations made in this agreement.

(8) A debt secured by this agreement (whether specifically listed or not) includes all sums that could possibly be due under the debt.

(9) I specifically request and direct the depository to honor and accept this agreement and its terms.

Signature(s) of account holder(s). By signing here we accept the terms of this agreement and acknowledge receipt of a copy.
Philip Stordano

Nolice to depository: Date:	Acknowledgement by the depository:  Date:	Release by socured party:  Date:
To:	Te:	Tá:
This confirms our oral notice dezed.		
Please take notice of this agreement. Please confirm your receipt of this notice and your acceptance of its rems by completing the acknowledgement portion and returning a copy to the secured party.	We have received your notice of this agreement We agree that no account holder or any other person (other than you. the secured party) has any right to make any withdrawals from the collateral until this agreements receased in writing by you	This is to advise you that the assignment and security interest in the collapsal described above has been released and the original backing or passbook or other evidence of the collateral (if any) has been returned to the account holder(s).
By:	By:	By:
For the secured party	For the depository	For the secured party



### Dawn Giordano 157 Southwind Road

Account holder Phases and address or means the excurs holder named above, if there is more than one, "I" means all account holder aspentially.

Date: /As of July 14, 2000

Assignment of deposit or share account: For value received, I assign and transfer to you, and I give you a security interest in the following account(s):

Certificate of Deposit No.

and any receives or substitutions. These ecocum(s) will be referred to as the collectoral in the rest of this agreement. The collectoral is held with:

Patriot National Bank

900 Bedford Street Stamford, CT 06901

Stamford, CT 06901
which will be reterred to as the depository in the rest of this agreement. The colleteral includes all funds now in the accounts letted plut as additions of any kind and from any source, made at any time before the release of this agreement in writing.

(i) Secured debt(s): This agreement is made to secure the payment of:
(ii) Pill present and tuture debts, of every kind and description which:

Giordano US Senate Committee and

Philip Glordano

may now or hereafter own to you, no matter how or when these state after. (We intend this paragraph to be very broad. For example, "debts" include loans or credit purchases, made by or transferred to you, as well as debts stilling from any other relationship such as check overdrafts, forgeries, or returned deposits. These stap wichde debts arising from any capacity (maker, co-moker, endorser, surety, guaramer).) if more than one person or entity is listed, then all joint and separate debts of all those listed are secured.

the following described debt(s), plus all extensions, renewals, modifications and substitutions:

Patrict National Bank

900 Bedford Street Stamford, CT 06901

Secured party's name and address: "You' means the secured party named above, your successors and assigns.

Additional terms: The following terms are also part of this agreement

- (1) This agreement will last timit you release it in writing, and you are not required to release it unrathe secured debts are paid in full.
- (2) While this agreement is in effect, helder I not anyone else (except you, the secured party) car withit an all or any part of the collateral.
- (3) No joint owner, beneficiary, surviving spouse or representative of my estate gets any rights in the collateral in the even of my death or incapacity until the secured debts are paid in full.
- (4) You have the right to withdraw all or any part of the collateral and apply the withdrawel toward the payment of the secured debt(s), even if the withdrawel causes a penalty. If a secured debt is in default you can exercise the eight without any notice to me or my consent (unless such notice or consent is required by law and cannot be welved). You have the right to eigh my name (or eigh your name as my attorney in lact; to exercise the rights given to you in the agreement.
- (5) I represent and promise that no other person or safity has any rights in the collected that have priority over those I am giving you have and that no part of the collected is exempt or protected by law from this agreement.
- (6) The rights and remedies I am giving you here are in addition to any stated in any other agreements. If there is more than one debt secured, more than one type of colleteral finducting colleteral outside of this agreement) or more than one debtor liable, it is entirely in your discretion as to the order and fining of remedies you select.
- (7) I neither assume not aim excused from personal habitity for any of the secured debts merely by making this agreement; my personal habitity will be determined by reterring to other documents. It do assume personal habitity for the warrantes and representations made in this agreement.
- (8) A data secured by this agreement (whether specifically hased or not) includes all some that could possibly be due under the cisb.
- (9) I appointably request and clear. The depository to honor and accept this agreement and its terms.

Signature(a) of account holder(s). By signing here we accept the
serms of this agreement and acknowledge receipt of a copy.
bunthle-
Dawn Giordano

Notice to depository:	Acknowledgement by the depository:	Release by secured party:
Claire:	Date:	Date:
Tot	Te:	To:
This confirms our orel notice dated.  Please take notice of this agreement. Please confirm your receipt of this notice and your acceptance of its terms by completing the acknowledgement portion and returning a copy to the secured party.  By:	We have received your notice of this agreement. We agree that no autourn holder or any other person (other than you, the accured party) has any right to make any withdrawals from the collateral until this agreement is released in without by you.	This is to advise you that the easignment and security interest in the collateral described above has been released and the original certificate, or passbook or other swidence of the collateral (if any) has been returned to the account holder(s).  By:
For the secured party	For the depository	For the secured party

permit any subsequent encumbrance of any nature as against the subject premises without the written consent of the Grantee.

NOW, THEREFORE, if the said Grantor, his heirs, executors, administrators. successors and assigns shall well and truly pay the aforesaid obligation or any change. modification, advancement or renewal thereof, and the interest thereon accruing according to the tenor and effect of the obligations, notes and indebtedness, both present and future, from the Grantor to the Grantee, its successors and assigns, and perform all of the several conditions and agreements above recited, then this Deed shall be void, but otherwise shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused his hands and seals to be affixed this 1545 day of August, 2000.

Signed, sealed and delivered in the presence of:

Philip A. Giordane

STATE OF CONNECTICUT

ss: Stamford

August /57, 2000

COUNTY OF FAIRFIELD

Personally appeared, Philip A. Giordano and Dawn Ann Giordano, signers and sealers of the foregoing instrument and acknowledged the same to be his/her/their free act and deed, before me.

My commission expines 4/30/01

### Schedule A

All that certain pincs or parcel of land with all improvements thereon being shown as Lot 125-E on Map entitled "Section Four, Block "p" .. "2" and R, Coe Acres, Land of Mayfield, Inc. Materbury, Conn. Sept., 1964" Harry E. Cola, D.S., on file in the Waterbury Town Clerk's Office in Map Book ...., Page ....., Town Clerk's 1517079, bounded:

Northerly: 139.42 feet on land now or formerly of

Mayfield, Inc.;

Easterly: 40.12 feet and \$9.88 feet on Southwind Road,

so called:

Southerly: 167,38 feet on Lot #24-E, as shown on said

Hap;

Mosterly: | 114.91 feet on Coe Acres, Section One, Block

"E", as shown on said Map.

### SCHEDULE B

### ENCUMBRANCES

Water and Sewer charges; please call

Mortgage to Metro Mortgage Corporation in the original principal amount of \$124,000.00 dated February 16, 1999 and recorded in Volume 3767 at Page 15 of the Waterbury Land Records.





### TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, that the undersigned, PHILIP A. GIORDANO AND DAWN ANN GIORDANO, of the State of Connecticut, hereinafter called the "Grantor", and referred to in the masculine gender, for the consideration of THREE HUNDRED THOUSAND and 00/100 (\$300,000.00) DOLLARS received to his full satisfaction of PATRIOT NATIONAL BANK, a banking institution organized under the laws of the United States of America, having its principal place of business at 900 Bedford Street, Stamford, Connecticut, hereinafter called the "Grantee", does give, grant, bargain, sell and confirm unto the said Grantee, its successors and assigns, the following described premises, together with all buildings and improvements, including all screen doors, storm windows and doors, awnings, heating, plumbing, gas, steam and electrical fixtures and other equipment necessary or incidental to the proper use thereof (hereinafter called the "Service Equipment"), now located on or hereafter placed upon said premises, all of which are hereby declared to be a part of the realty, situated in the City of Waterbury, County Waterbury, all of the State of Connecticut, and more particularly bounded and described on SCHEDULE "A" attached hereto and made a part hereof (hereinafter called the "Mortgaged Property").

TO HAVE AND HOLD the above granted and bargained premises, with the privileges and appurtenances thereof unto the said Grantee, its successors and assigns, forever, to it and their own proper use and behoof. And also the said Grantor does for himself, his heirs, executors, administrators, successors and assigns, covenant that at and until the enseating of these presents, he is well seized of the Mortgaged Property, as a good indefeasible estate in fee simple and has good right to bargain and sell the same in manner and form as above written, and that the same is free from all encumbrances whatsoever, except any mentioned in <u>SCHEDULE "B"</u> attached hereto and made a part hereof.

AND FURTHERMORE, the said Grantor does by these presents bind himself and his heirs, executors, administrators, successors and assigns forever, to warrant and defend the above granted and bargained premises to the said Grantee, its successors and assigns, against all claims and demands whatsoever, except any above mentioned.

THE CONDITION OF THIS DEED IS SUCH, THAT WHEREAS the said Grantor is justly indebted to the said Grantee in the sum of Three Hundred Thousand and 00/100 (\$300,000.00) DOLLARS as evidenced by a Note of even date herewith made by Giordano US Senate Committee and Philip A. Giordano, for said sum, a copy of which Note is attached hereto and made a part hereof as <u>SCHEDULE "C"</u> and which is hereinafter called the "Note"; and

WHEREAS, the Grantor represents and warrants that he is competent, not under any disability, and has full power and authority to execute and deliver the Note, this

all other mortgage instruments or documents required of it to the Grantee,

WHEREAS, the Grantor, in order to more fully protect and preserve the security of this Mortgage, covenants and agrees as follows:

- 1. PAYMENT OF INDEBTEDNESS: The Grantor will pay the Indebtedness evidenced by the Note and secured by this Mortgage at the times and in the manner provided in such Note and will otherwise perform and abide by all the terms and conditions of such Note, and default in such performance being hereby declared to be a default under this Mortgage.
- 2. PROPERTY TAXES AND ASSESSMENTS: The Grantor shall pay and discharge as the same become due all taxes, assessments, water and sewer charges and other impositions (except income taxes of the Grantee) which may be levied or assessed upon the Mortgaged Property or any part thereof, and which may be or become a lien prior to the lien of this Mortgage or have priority in payment to the debt secured hereby; and further shall exhibit to the Grantee within ten (10) days after demand certificates or receipts issued by the appropriate authority showing full payment of all such impositions

To facilitate full performance of the foregoing covenants Grantor hereby agrees to pay to the Grantee each month (as and whenever Grantee may elect, from time to time), together with any principal and/or interest payment then due, such sum as may be estimated by the Grantee to be required in order to enable the Grantee to pay all such impositions at least thirty (30) days before they become due. Such added payments shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of the Grantee, and no interest shall be payable in respect thereto. Upon demand of the Grantee, the Grantor agrees to deliver to the Grantee such additional sums as in the judgment of the Grantee may be necessary to make up any deliciency in the amount needed to enable the Grantee to pay all such impositions. In the event of a default by the Grantor in the performance of any of the terms, covenants, or conditions of the Note or of this Mortgage, the Grantee may apply against the indebtedness secured hereby, in such manner as the Grantee may determine, any funds of the Grantor then in Grantee's possession pursuant to this paragraph.

3. HAZARD INSURANCE: The Grantor will keep all the buildings and improvements now erected or hereafter to be erected on the Mortgaged Property, and all Service Equipment, insured for the benefit of the Grantee in an amount to be approved by the Grantee (not to exceed, in the aggregate, one hundred (100%) percent of the full insurable value thereof) against loss or damage by fire and all available extended coverage risks, including war risks, by insurance companies satisfactory to the Grantee, under incurance policies accepted in case of loss or damage, to the Grantee as Second

Falicies, to the Grantee, and in case of insurance about to expire to deliver to the Grantee fanewals, accompanied by evidence of payment of the premium therefor satisfactory to the Grantee not less than thirty (30) days prior to the respective dates of expiration. The Grantor will also maintain in full force and effect with respect to the Mortgaged Property rent insurance or business interruption insurance and such other and/or additional insurance with such insurance companies, under policies in such form and in such amounts as the Grantee may from time to time request and approve in writing and deliver all such policies, including additional and renewal policies to the Grantee as in the case of the above policies. All policies shall contain an agreement by the insurer that the policy shall not be canceled without at least ten (10) days prior written notice to the Grantee.

Should the Grantee, by reason of such insurance, receive any sum or sums of money for damage by fire or the other hazards covered thereby (i) such sum or sums may be retained and applied by the Grantee, in its discretion, toward payment of the indebtedness secured hereby whether or not the same shall be then due or payable; or (ii) may be paid over either in whole or in part to the Grantor for the repair of said building or for the erection of any buildings in their place, or for any other purpose or object satisfactory to the Grantee, and if the Grantee retains and applies said insurance money as aforesaid the lien of this Mortgage shall be affected only by a reduction thereof in an amount equal to the amount of such insurance money so retained and applied as aforesaid.

EMINENT DOMAIN: In the event that the whole or any part of the Mortgaged Property shall be taken by eminent domain, or in the event of any alteration of the grade of any street or highway, or of any other injury to or decrease in value of the Mortgaged Property, or the reacquisition of the whole or any part of the Mortgaged Property pursuant to the terms of any redevelopment plan (meaning a redevelopment plan as described in the regulations for Housing and Urban Development under the laws of the United States of America) or agreement affecting the Mortgaged Property, or if any agreement shall be made between the Grantor and any entity vested with the power of eminent domain, any and all awards and payments on account thereof shall be deposited with the Grantee. The Grantee shall have the right to intervene and participate in any proceedings for and in connection with any such taking, unless such intervention shall be prohibited by the court having jurisdiction over such taking, in which event the Grantor shall consult with the Grantee in connection with such proceedings; and the Grantor shall not enter into any agreement with regard to the Mortgaged Property or any award or payment on account thereof unless the Grantee shall have consented thereto in writing.

Notwithstanding any such taking, alteration of grade, or other injury to or decrease in value of the Mortgaged Property, or reacquisition of title, or agreement, the Grantor shall continue to pay interest on the principal sum secured hereby at the rate provided in said

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Epplied by the Grantee toward payment of the indebtedness secured hereby, or be paid over wholly or in part to the Grantor for the purposes of altering or restoring any parts of the Mortgaged Property which may have been damaged as a result of any such taking. alteration of grade, or other injury to the Mortgaged Property or for any other purpose or object satisfactory to the Grantee.

- The Grantor shall maintain the MAINTAINING BUILDING, ETC.: buildings and other improvements on the Mortgaged Property in good condition and repair; will neither commit nor suffer to be committed any waste; and will promptly comply with the requirements of any federal, state, or municipal authority and all other laws, ordinances and regulations respecting said property or the use thereof, and pay any and all fees or charges of any kind in connection therewith. The Grantor shall also perform, observe and comply with all the terms, covenants and conditions on its part to be performed and complied with under any Redevelopment Plan or other agreement governing or restricting the use or enjoyment of the Mortgaged Property.
- No building or other improvement ALTERATION OR DEMOLITION: 6. on the Mortgaged Property shall be structurally altered, removed, or demolished without the Grantee's express prior written consent, nor shall any Service Equipment be removed at any time without like consent unless actually replaced by an article of equal suitability and at least equal value owned by the Grantor, free and clear of any security interest or any reservation of title thereto, other than a security interest granted to Grantee.
- To further secure the indebtedness secured ASSIGNMENT OF RENTS: hereby, Grantor hereby assigns, transfers and sets over to Grantee all of the rents, issues and profits now due or which may hereafter become due from the Mortgaged Property.

The Grantee hereby waives the right to enter upon the Mortgaged Property for the purpose of collecting said rents, issues and profits and acknowledges that the Grantor shall be entitled to collect and receive said rents, issues and profits until the occurrence of an event of default upon the part of the Grantor under any of the terms, covenants and conditions contained in the said Note or this Morlgage, and the Grantor agrees to apply such rents, issues and profits first to the payment of the principal and interest from time to time becoming due on said Note secured hereby and the taxes, assessments, water or sewer charges or other impositions from time to time becoming due against sald Mortgaged Property but said right of the Grantor so to collect and receive said rents, issues and profits may be revoked by the Grantee upon any default by the Grantor as aforesaid on five (5) days written notice.

Grantor shall not, without written consent of the Grantee, receive or collect rent from any tenant or any person in possession of the whole or any part of the Mortgaged Property for more than two (2) installments in advance and shall not waive, release, reduce, discount or otherwise discharge or compromise any of said rents. Grantor further agrees that he will not assign any of the rents, issues and profits of said Mortgaged Property, except to a purchaser or grantee of the Mortgaged Property.

Nothing in this Paragraph 7 contained, and no exercise by the Grantee of its rights hereunder, shall be deemed to constitute Grantee a mortgagee in possession in the absence of any actual entry into and taking of possession of the Mortgaged Property pursuant to Paragraph 8 hereof.

The foregoing rights given Grantee are intended to be complimentary to any rights given Grantee under a separate assignment of lease from the Grantor to Grantee, and shall be construed accordingly.

- RIGHT TO ENTER PREMISES: In case of default in the performance of or compliance with the terms, covenants and conditions set forth in said Note and this Mortogoe, the Grantee shall have the right forthwith and without notice to enter into and upon the said premises, take possession thereof, and collect the rents, issues and profits therefrom, with or without appointment of a receiver, and to apply the same, after payment of reasonable collection, management and attorney's fees, in reduction of the indebtedness secured hereby in such manner or proportion as the Grantee may elect.
- That the whole of said principal sum and interest **EVENTS OF DEFAULT:** 9. shall become due at the option of the Grantee, (a) after default in the payment of any installment of principal or interest for ten (10) days; (b) after default in the payment of any tax, assessment, water or sewer charge or other assessment or imposition, for thirty (30) days after notice and demand; (c) upon failure, after notice and demand, either to assign and deliver the insurance policies hereinbefore required, or to reimburse the Grantee for premiums paid on such insurance; (d) if, upon application of the Grantee (made pursuant to Paragraph 11 hereafter) two or more fire insurance companies lawfully doing business in the State of Connecticut, refuse to Issue policies insuring the buildings on the premises; (e) after the actual or threatened commission or sufferance of waste, or the structural alteration, demolition or removal of any buildings on the Mortgaged Property without the prior written consent of the Grantoe; (f) in the event of the removal, sale or destruction of any Service Equipment, unless the same shall be promptly replaced by similar Service Equipment of equal suitability and at least equal value free and clear of any security interest or any reservation of title thereto, other than the security interest of Grantee; (g) after default, in furnishing to the Grantee within ten (10) days after demand, a duly executed and acknowledged statement of the amount of principal and interest then due on this Mortgage, and whether offsets or defenses exist against the mortgage debt, (h) after thirty (30) days' notice to the Grantor, in the event of the passage of any law, federal, state or local, in any way changing or affecting the taxation of mortgages or mortgage debts, or the collection of any such taxes; (i) after default by the Grantor in performing, observing or complying with any of the terms, covenants and conditions of any Redevelopment Plan or agreement to be performed or complied with by the Grantor, (i) if the Grantor shall file a petition in voluntary bankruptcy or under Chapter X or Chapter XI of the Federal "" A st as almillar law intate or forteral whether now or hereafter existing, or any

Grantor or for all of its property or the major part thereof in any involuntary proceedings, or any court shall have taken jurisdiction of the property of the Grantor or the major part thereof, in any involuntary proceeding for the reorganization, dissolution, liquidation, or winding up of the Grantor, and such trustee or receiver shall not be discharged or such . jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within ten (10) days; or (1) the Grantor shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or a trustee or liquidator of all its property or the major part thereof; (m) after continued default in the observance or performance of any other term, condition, covenant or agreement hereinbefore or hereinafter contained or contained in any separate assignment of leases given the Grantee by the Grantor for ten (10) days after notice thereof in the event the Grantor shall default in the payment of any installment of interest and principal for ten (10) days, or any installment of taxes, the Grantee may collect a "late charge" not to exceed an amount equal to five (5%) percent of the aggregate of any such installment of interest, principal and taxes to cover the additional expenses involved in handling such delinquent installment.

- 10. APPOINTMENT OF RECEIVER: The Grantee shall have the right immediately after any default, upon proceedings being commenced for the foreclosure of this Mortgage, to apply for the appointment of a receiver of the rents and profits of the said Mortgaged Property without notice, and the Grantee shall be entitled to the appointment of such receiver as a matter of right, without consideration of the value of the Mortgaged Property as security for the amounts due the Grantee, or the solvency of any person or persons liable for the payment of such amounts.
- 11. GRANTEE'S RIGHT TO PROTECT SECURITY: If the Grantor shall fail to insure the Mortgaged Property or to assign and deliver the policies to the Grantee, or shall fail to pay the taxes, assessments, water and sewer charges and other Impositions hereinabove provided, or shall fail to make any payment or to perform or comply with any of the terms, covenants and conditions herein contained, then the Grantee, without obligation so to do and without notice, to or demand upon the Grantor, and without releasing the Grentor from any obligation hereunder, may procure such insurance, make such payments, and do such acts as it may deem necessary to protect the security hereof, and the Grantor shall repay any sums so expended by the Grantee, together with interest at the rate of four (4%) percent in excess of the rate then in effect under the Note, and the same shall be liens on the Mortgaged Property and secured by this Mortgage.
- of Grantee they will sign any and all appropriate modification documents to reflect changes in the terms of the Note secured by this Mortgage with respect to the accrual of interest and monthly principal and interest payments thereunder. Failure of the Grantor to sign such modification documents after said request by the Grantee shall constitute a default

TIME OF THE ESSENCE: Time and punctuality shall be of the essence of this instrument, but no delay or failure of Grantee to enforce any of the provisions herein contained and no conduct or oral statement of Grantee shall waive or affect any of the Grantee's rights hereunder.

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- NO MARSHALING: The Grantee or its assigns shall not be compelled to release, or be prevented from foreclosing or enforcing this Mortgage upon all or any part of the Mortgaged Property unless the entire indebtedness shall be paid in full as aforesaid. and shall not be required to accept any part or parts of the said Mortgaged Property, as distinguished from the whole thereof, as payment of or upon the said indebtedness to the extent of the value of such part or parts; and shall not be compelled to accept or allow any apportionment of the said debt to or among any separate parts of the said Mortgaged Property. In case of a foreclosure sale, the Mortgaged Property, at the Grantor's election, may be sold in one parcel.
- RIGHT TO INSPECT: The Grantee and any persons authorized by the 15. Grantee shall have the right to enter and inspect the Mortgaged Property at all reasonable times.
- The entire indebtedness shall be due and TRANSFER OF OWNERSHIP: payable at the option of the Grantee, upon or at any time after a sale or conveyance of the Mortgaged Property by the Grantor or any subsequent owner, without the prior written consent of the Grantee, which sale or conveyance shall constitute a default under the Mortgage. The Grantor shall give prior written notice to the Grantee of any such proposed sale, conveyance or transfer.
- Notice and demand or request may be made in writing and NOTICES: 17. may be served in person or by first class mail postage prepaid. Any such requirement shall be deemed met by any written notice and demand or request either (i) personally served on one (1) or more of the persons who shall at the time hold the record title to the Mortgaged Property; or (ii) mailed by depositing it in any post office, first class postage prepaid.
- WAIVER OF LIENS: The Grantor shall furnish to the Grantee all such waivers and releases of liens or claims upon any equipment as the Grantee may require, and shall keep and maintain the Mortgaged Property free from the claim of all persons supplying labor or materials in connection with the construction or repair of any building on the Mortgaged Property notwithstanding by whom such labor or materials may have been contracted. If any mechanic's lien is filed against the Mortgaged Property, the Grantor shall cause the same to be canceled and discharged of record within thirty (30) days after the date of filing thereof.
- PROTECTION OF LIEN: The Grantor shall pay all costs, expenses and counsel fees incurred by the Grantor in protecting or sustaining the lien of this Mortgage. The Grantor shall save the Grantee harmless from all such costs and expenses, including,

but not limited to, counsel fees, recording fees and costs of a title search, continuation of abstract and preparation of survey, incurred by reason of any action, suit, proceeding, hearing, motion or application before any court or administrative proceedings, as well as any other proceedings wherein proof of claim is required to be filed or in which it becomes necessary, in the Grantee's sole opinion, to defend or uphold the terms and priority of this Mortgage. All money paid or expended by the Grantee in that regard, together with interest thereon from date of such payment at the rate of interest per annum stated in the Note shall be additional indebtedness, secured hereby, and shall be immediately and without notice due and payable to the Grantee by the Grantor.

- 20. ESTOPPEL CERTIFICATE: Grantor upon request, made either personally or by mail, shall certify, by a writing duly acknowledged, to the Grantee or to any proposed assignee of this Mortgage, the amount of principal and interest then owing on this Mortgage and whether any offsets or defenses exist against the indebtedness secured hereby, within six (6) days if the request is made personally, or within ten (10) days after the mailing of such request if the request is made by mail.
- 21. WAIVER OF RIGHTS: THE GRANTOR ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS MORTGAGE IS A PART IS A COMMERCIAL TRANSACTION, AND HEREBY VOLUNTARILY AND KNOWINGLY WAIVES ITS RIGHT TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY THE LAW OF ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE GRANTOR MAY DESIRE TO USE. Further, the Grantor hereby waives, to the extent permitted by law, the banefits of all valuation, appraisement, homestead exemption, stay, redemption and moratorium laws, now in force or which may hereafter become laws.
- 22. CONSTRUCTION, ETC.: This Mortgage may not be changed or terminated orally. The rights and covenants contained in this Mortgage shall run with the land and bind the Grantor and its successors and assigns and all subsequent owners, encumbrances, tenants, and subtenants of the Mortgaged Property, and shall inure to the benefit of the Grantee and its successors and assigns and all subsequent holders of this Mortgage. The word "Grantor" shall be construed as if it read "Grantors" and the word "Grantee" shall be construed as if it read "Grantees" whenever the sense of this Mortgage so requires.
- 23. DEFAULT UNDER OTHER AGREEMENTS: In the event Grantor, at any time during the term of this Mortgage, is in default upon any other agreement or financing arrangement with Grantee, whether now existing or hereinafter arising, default under such other agreement or financing arrangement shall constitute a default under this Mortgage Deed and all other loan documents relative hereto.
- 24. NO FURTHER BORROWINGS: The Grantor shall not borrow any additional funds secured by Mortgage or Lien of any other nature on the premises secured by this Mortgage without the prior written consent of the Grantee, nor shall the Grantor

permit any subsequent encumbrance of any nature as against the subject premises without the written consent of the Grantee.

NOW, THEREFORE, if the said Grantor, his heirs, executors, administrators, successors and assigns shall well and truly pay the aforesaid obligation or any change. modification, advancement or renewal thereof, and the interest thereon accruing according to the tenor and effect of the obligations, notes and indebtedness, both present and future. from the Grantor to the Grantee, its successors and assigns, and perform all of the several conditions and agreements above recited, then this Deed shall be vold, but otherwise shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused his hands and seals to be affixed this 1549 day of August, 2000.

Signed, sealed and delivered in the presence of:

Philip A. Giordánó

Dawn Ann Giordano

STATE OF CONNECTICUT

) ss: Stamford

August 15, 2000

COUNTY OF FAIRFIELD

Personally appeared, Philip A. Giordano and Dawn Ann Giordano, signers and sealers of the foregoing instrument and acknowledged the same to be his/her/their free act and deed, before me.

Notary Public
Hy commission expires 4/35/01

### Schedule A

All that certain piece or parcel of land with all improvements thereon being shown as Lot 125-B on Map entitled 'Section Four, Block "D" .. "E" and K. Con Acras, Land of Mayfield, Inc. Waterbury, Conn. Sept., 1964" Harry E. Colo, L.S., on file in the Waterbury Town Clark's Office in Map Book ...., Page ...., Town Clork's 1517079, bounded:

Northerly: 139.42 feet on land now or formerly of

Kayfield, Inc.,

Easterly: 40.12 feet and 59.88 feet on Southwind Road,

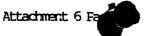
so called;

Southerly: 167.38 feet on Lot (24-E, as shown on said

Kapj

Wasterly: 114.91 feat on Coe Agres, Section One, Block

"E", as shown on said Map.





#### . SCHEDULE B

#### **ENCUMBRANCES**

Water and Sewer charges; please call

Mortgage to Metro Mortgage Corporation in the original principal amount of \$124,000.00 dated February 16, 1999 and recorded in Volume 3767 at Page 15 of the Waterbury Land Records.



### FEDERAL ELECTION COMMISSION

RQ-2

WASHINGTON D.C. 20463

James S. Paolino, Treasurer Giordano for United States Senate PO Box 1026 Waterbury, CT 06722

Identification Number:

C00353862

SEP 19 2000

Reference:

April Quarterly Report (1/01/00-3/31/00)

Dear Mr. Paolino:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-Schedule A of your report discloses a contribution(s) which appears to exceed the limits set forth in the Act (copies attached). You should examine all of your contributions to check for additional excessives. The Committee's procedures for processing contributions should also be reviewed.

An individual or a political committee other than a qualified multicandidate committee may not make a contribution to a candidate for federal office in excess of \$1,000 per election. A qualified multicandidate committee and all affiliated committees may not make a contribution(s) to a candidate for federal office in excess of \$5,000 per election. The term "contribution" includes any gift, subscription, loan, advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for federal office. (2 U.S.C. §441a(a) and (f); 11 CFR §110.1(b), (e) and (k))

If the contribution(s) in question was not completely or correctly reported, you should amend your original report using the new or corrected information. If the contribution(s) exceeds the limits, you should either refund to the donor the amount in excess of \$1,000 or request a written redesignation and/or reattribution of the contribution(s) from the donor. All

# Attachment 7 Page 2 GIORDANO FOR UNITED STATES SENATE PAGE 2

refunds, redesignations, and reattributions must be made within <u>sixty days</u> of receipt of the contribution. Copies of refund checks and copies of letters reattributing or redesignating the contributions in question may be used to respond to this letter. Refunds are reported on Line 20 of the Detailed Summary Page and on a supporting Schedule B of the report covering the period in which they are made. Redesignations and reattributions are reported as memo entries on Schedule A of the report covering the period in which the authorization for the redesignation and/or reattribution is received. (11 CFR §104.8(d)(2), (3) and (4))

The acceptance of excessive contributions is a serious problem. Again, the committee's procedures for processing contributions should be examined and corrected in order to avoid this problem. Although the Commission may take further legal action, prompt action by you to refund or seek 'redesignation and/or reattribution of the excessive amount will be considered.

- -On the Detailed Summary Page, Line 24 of the cash summary should equal the Column A total for Line 16. Please correct this discrepancy and file an amendment to your report.
- -Line 11(a)(i), Column A, of the Detailed Summary Page, discloses \$55,900 in receipts. Schedule A supporting Line 11(a)(i) discloses \$55,000 in receipts. These figures should be the same. Please correct this discrepancy and file an amendment to your report. (11 CFR §104.3)(a))
- -Please provide a Schedule B to support the amount reported on Line 19(b), Column A, of the Detailed Summary Page. Each loan payment made by the committee must be itemized on a supporting Schedule B, regardless of the amount of the payment. (11 CFR §104.3(b)(4)(iii) and (iv))
- -On Schedule B of your report, you have itemized disbursements for which you have failed to include the address or complete address. Please amend ; your report to include the missing information. (11 CFR §104.3(b)(4))
- -Schedule C-1 of your report fails to include certain information. Commission Regulations require the certification of an official from the lending institution. Please amend your report to include this information. (11 CFR§104.3(d)(1)(v))

-Your report contains a Schedule C-1 but does not include a copy of the loan agreement. Commission Regulations require that you submit a copy of the loan agreement with the Schedule C-1. Please submit the missing documents. 11 CFR §104.3(d)(2)

A written response or an amendment to your original report(s) correcting the above problem(s) should be filed with the Secretary of the Senate, 232 Hart Senate Office Building, Washington, DC 20510 within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. (at the prompt press 1, then press 2 to reach the Reports Analysis Division). My local number is (202) 694-1130.

Sincerely,

Pat Sheppard

Assistant Branch Chief Reports Analysis Division

404

Attachment 7 Page 5
SCHEDULE C-1
Federal Election Commission
Washington, D.C. 20463

Supplementary for Information found on Page\_\_\_\_ of Schedule C

### LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

NAME OF COMMITTEE (IN FULL)	PEC IDENTIFICATION I	BUMBER
		·
FULL NAME, MAILING ADDRESS AND ZIP GODE OF LEXIDING INSTITUTION (	ENDER) AMOUNT OF LOAN	INTEREST RATE (APR)
	DATE INCURRED OR E	STABLISHED DATE DUE
A. Has loan been restructured? No Yes If y	es, date originally incurred:	
B. If line of credit, amount of this draw:	otal outstanding balance.	
C. Are other parties secondarily liable for the debt incurred No Yes (Endorsers and guarantors must be re		
D. Are any of the following pledged as collateral for the load cartificates of deposit, chattel papers, stocks, accounts recome No Yes if yes, specify:	eivable, cash on deposit, or other sin	ods. negotiable instruments, nilar traditional collaterat?
What is the value of this collateral?		
Does the lender have a perfected security interest in it?	No_ Yes	
E. Are any future contributions or luture receipts of interes	t income, pledged as collateral for t	he loan?
No Yes If yes, specify:	What is the estin	nated value?
A depository account must be established pursuant to 11		o)[12)(i)(B). Date account
established:Location of account:		
F. If neither of the types of collateral described above was exceed the loan amount, state the basis upon which this lo	pledged for this loan, or If the amoun an was made and the basis on which	it pledged does not equal or   h it easures repsyment,
G. COMMITTEE TREASURER		DATE
TYPED NAME:	IGNATURE	i .
H. Attach a signed copy of the loan agreement.		
I. TO BE SIGNED BY THE LENDING INSTITUTION:		
<ol> <li>To the best of this institution's knowledge, the terms the loan are accurate as stated above.</li> </ol>	of the loan and other information re	egarding the extension of
II. The loan was made on terms and conditions (includ imposed for similar extensions of credit to other borrower		at the time than those
III. This institution is aware of the requirement that a loc complied with the requirements set forth at 11 CFR 100.7	n must be made on a basis which s	assures repayment, and has this loan.
AUTHORIZED REPRESENTATIVE	ПСЕ	DATE
TYPED NAME SIGNATURE		! 1291



#### FEDERAL ELECTION COMMISSION

RQ-3

WASHINGTON D.C 20463

October 12, 2000

James S. Paolino, Treasurer Giordano for United States Senate P.O. Box 1026 Waterbury, CT 06722

Identification Number:

C00353862

Reference:

April Quarterly (1/01/00-3/31/00) and July Quarterly (4/01/00-6/30/00)

Reports

Dear Mr. Paolino:

This letter is to inform you that as of October 11, 2000, the Commission has not received your response to our requests for additional information dated September 19, 2000. These notices request information essential to full public disclosure of your federal election campaign finances. To ensure compliance with the provisions of the Federal Election Campaign Act (the Act), please respond to these requests (copies enclosed).

An adequate response must be received at the Commission by November 1, 2000. Adequate responses received on or before this date will be taken into consideration in determining whether audit action will be initiated. Requests for extensions of time in which to respond will not be considered. Failure to provide an adequate response by this date may result in an audit of the committee. Failure to comply with the provisions of the Act may also result in an enforcement action against the committee. Any response submitted by your committee will be placed on the public record and will be considered by the Commission prior to taking enforcement action.

If you should have any questions regarding this matter, please contact Pat Sheppard on our toll-free number (800) 424-9530 (at the prompt press 1, then press 2 to reach the Reports Analysis Division) or our local number (202) 694-1130.

Sincercly,

John D. Gibson

Assistant Staff Director Reports Analysis Division

Enclosures



### FEDERAL ELECTION COMMISSION

RQ-2

WASHINGTON, DIC 20463

James S. Paolino, Treasurer Giordano for United States Senate PO Box 1026 Waterbury, CT 06722

Identification Number:

C00353862

SEP | 9 2000

Reference:

July Quarterly Report (4/01/00-6/30/00)

Dear Mr. Paolino:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-Line 10 of the Summary Page of your report discloses \$0 in outstanding obligations. Schedule C of your report discloses \$200,000 in outstanding loans. Please correct this discrepancy and file an amendment to your report. (11 CFR §104.3(d))

- -Line 11(a)(i), Column A, of the Detailed Summary Page, discloses \$22,325 in receipts. Schedule A supporting Line 11(a)(i) discloses \$21,325 in receipts. These figures should be the same. Please correct this discrepancy and file an amendment to your report. (11 CFR §104.3)(a))
- -Please provide a Schedule B to support the amount reported on Linc 19(a), Column A, of the Detailed Summary Page. Each loan payment made by the committee must be itemized on a supporting Schedule B, regardless of the amount of the payment. (11 CFR §104.3(b)(4)(iii) and (iv))
- -Please provide a Schedule A, C, C-1 and Loan Agreement to support the amount reported on Line 13(a) of the Detailed Summary Page. Each person who makes a loan to your committee or to the candidate acting as an agent of the committee must be reported on Schedule A and Schedule C. The itemization on Schedule A must include the person's full name, mailing address and zip code, along with the name of his/her employer, the date of

the contribution/loan and the aggregate year-to-date amount of contributions made by the person. Schedule C must include any endorser or guarantor of the loan, the date the loan was made and all other terms of the loan.

If the loan is from the candidate, you must indicate if it is from his/her personal funds. (11 CFR §104.3(a)(4)(iv))

On Schedule A of this report, you have not itemized all of the necessary contributor information. You must provide the date, aggregate year-to-date total, election designation, amount of contribution, and partnership attribution (if necessary) for each itemized receipt. (11 CFR: §104.3(a)(4)(i)) Please amend your report to include the aggregate year-to-date totals.

-Commission Regulations require that a committee disclose the identification of all individuals who contribute in excess of \$200 in a calendar year. (11 CFR §104.3(a)(4)(i)) Identification for an individual is defined as the full name, mailing address, occupation and name of employer. (11 CFR §100.12) Your report discloses contributions from individuals for which the identification is not complete.

You must provide the missing information, or if you are unable to do so, you must demonstrate that "best efforts" have been used to obtain the information. To establish "best efforts," you must provide the Commission with a detailed description of your procedures for requesting the information. Establishing "best efforts" is a three-fold process.

First, your original solicitation must include a clear and conspicuous request for the contributor information and must inform the contributor of the requirements of federal law for the reporting of such information. (11 CFR §104.7(b)(1))

Second, if the information is not provided, you must make one follow-up, stand alone effort to obtain this information, regardless of whether the contribution(s) was solicited or not. This effort must occur no later than 30 days after receipt of the contribution and may be in the form of a written request or an oral request documented in writing. (11 CFR § 104.7(b)(2))

#### The request must:

- clearly ask for the missing information, without soliciting a contribution;
- inform the contributor of the requirements of federal law for the reporting of such information, and
- if the request is written, include a pre-addressed post card or return envelope.

Third, if you receive contributor information after the contribution(s) has been reported, you shall either a) file with your next regularly scheduled report, an amended memo Schedule A listing all the contributions for which additional information was received; or b) file on or before your next regularly scheduled reporting date, amendments to the report(s) originally disclosing the contribution(s) (11 CFR §104.7(b)(4))

Please provide the missing information or a detailed description of your procedures for requesting the information. For more information on demonstrating "best efforts," please refer to the Campaign Guide.

-On Schedule B of your report, you have itemized disbursements for which you have failed to include the address or complete address. Please amend your report to include the missing information. (11 CFR §104.3(b)(4))

-Commission Regulations define the term "purpose" to mean a brief statement or description of why a disbursement was made. Examples are "dinner expense", "media", "salary", "polling", "travel", "party fees", "phone banks", "travel expenses", "travel expense reimbursement" and "catering costs". Examples of election day and voter registration activity include "exit polling", "door-to-door get out the vote", "get out the vote phone calls" and "driving voters to the polls". Unacceptable descriptions, which require additional clarification, include but are not limited to "advance", "consulting", "commission", "contract labor", "election day expense", "expenses", "other expenses", "expense reimbursement", "miscellaneous", "outside services", "get-out-the-vote" and "voter registration". (11 CFR § 104.3(b)(4) Please amend Schedule B of your report to correct the descriptions which do not meet the requirements of the Regulations.

-Schedule C of your report fails to include information required by Commission Regulations. You must provide the date incurred, the original source and amount of the loan, the due date, the interest rate, the cumulative

payment, and the outstanding balance. In addition, if there are any endorsers or guarantors, their mailing address along with the name of their employer and occupation must be disclosed. Please amend your report to include all omitted information. (11 CFR §§100.7(a)(1) and 104.3(d))

A written response or an amendment to your original report(s) correcting the above problem(s) should be filed with the Secretary of the Senate, 232 Hart Senate Office Building, Washington, DC 20510 within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. (at the prompt press 1, then press 2 to reach the Reports Analysis Division). My local number is (202) 694-1130.

Sincerely,

Pat Sheppard

Assistant Branch Chief

Reports Analysis Division

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404

Attachment 9 Page 5 SCHEDULE C-1 Federal Election Commission Washington, D.C. 20463

Supplementary	r for	Information	
found on Page		of Schadule C	;

#### LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

NAME OF COMMITTEE (IN FULL)		FEG IDENTIFICATION NUMBER	
			·
PULL NAME, MAILING ADDRESS AND ZIP GODE OF LENDING INSTITUTION (	LENDERI	AMOUNT OF LOAN	INTEREST RATE (APR)
		DATE INCURRED OR ESTABLISHED	DATE DUE
A. Has loan been restructured? No Yes If y	es, date onginally	incurred:	
B. If line of credit, amount of this draw:;	total outstanding b	palance:	;
C. Are other parties secondarily liable for the debt incurre  No Yes (Endorsers and guaranters must be re		ile C.)	
D. Are any of the following pledged as colleteral for the los certificates of deposit, chattel papers, stocks, accounts rec.  No Yes If yes, specify:	eivable, cash on d	eposit, or other similar traditi	iable inclruments, onal collateral?
What is the value of this collateral?		· · · · · · · · · · · · · · · · · · ·	
Does the lander have a perfected security interest in it?	□No	Yes	
E. Are any future contributions or future receipts of interes	at income, pledged	as collateral for the loan?	
No Yes II yes, specify:		. What is the estimated value	97
A depository account must be established pursuant to 11	CFR 100.7(b)(11	)(i)(B) and 100.8(b)(12)(i)(B	). Date account
established: Location of account:			
F. If neither of the types of collateral described above was exceed the loan amount, state the basis upon which this lo			
O, COMMITTEE TREASURER			DATE
TYPEO NAMÉ	SIGNATURE		
H. Attach a signed copy of the loan agreement			:
L TO BE SIGNED BY THE LENDING INSTITUTION:			:
i. To the best of this institution's knowledge, the terms the loan are accurate as stated above.	of the loan and o	t <b>her Informatio</b> n regarding th	e extension of
<ol> <li>The loan was made on terms and conditions (includ imposed for similar extensions of credit to other borrower</li> </ol>			than those
iii. This institution is aware of the requirement that a locamplied with the requirements set forth at 11 CFR 100.7			payment, and has
AUTHORIZED REPRESENTATIVE	TMLE		DATE :
TYPED NAME SIGNATURE			_
			12/91



#### FEDERAL ELECTION COMMISSION

**RO-3** 

WASHINGTON, D.C. 20163

October 12, 2000

James S. Paolino, Treasurer Giordano for United States Senate P.O. Box 1026 Waterbury, CT 06722

Identification Number:

C00353862

Reference:

April Quarterly (1/01/00-3/31/00) and July Quarterly (4/01/00-6/30/00)

Reports

Dear Mr. Paolino:

This letter is to inform you that as of October 11, 2000, the Commission has not received your response to our requests for additional information dated September 19, 2000. These notices request information essential to full public disclosure of your federal election campaign finances. To ensure compliance with the provisions of the Federal Election Campaign Act (the Act), please respond to these requests (copies enclosed).

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If you should have any questions regarding this matter, please contact Pat Sheppard on our toll-free number (800) 424-9530 (at the prompt press 1, then press 2 to reach the Reports Analysis Division) or our local number (202) 694-1130.

Sincerely.

John D. Gibson

Assistant Staff Director Reports Analysis Division



## FEDERAL ELECTION COMMISSION WASHINGTON, D.C. 20463

RQ-2

James S. Paolino, Treasurer Giordano for United States Senate PO Box 1026 Waterbury, CT 06722

Identification Number:

C00353862

SEP 1 9 2000

Reference:

July Quarterly Report (4/01/00-6/30/00)

Dear Mr. Pacijno:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-Line 10 of the Summary Page of your report discloses \$0 in outstanding obligations. Schedule C of your report discloses \$200,000 in outstanding loans. Please correct this discrepancy and file an amendment to your report. (11 CFR §104.3(d))

- -Line 11(a)(i), Column A, of the Detailed Summary Page, discloses \$22,325 in receipts. Schedule A supporting Line 11(a)(i) discloses \$21,325 in receipts. These figures should be the same. Please correct this discrepancy and file an amendment to your report. (11 CFR §104.3)(a))
- -Please provide a Schedule B to support the amount reported on Line 19(a), Column A, of the Detailed Summary Page. Each loan payment made by the committee must be itemized on a supporting Schedule B, regardless of the amount of the payment. (11 CFR §104.3(b)(4)(iii) and (iv))
- -Please provide a Schedule A, C, C-1 and Loan Agreement to support the amount reported on Line 13(a) of the Detailed Summary Page. Each person who makes a loan to your committee or to the candidate acting as an agent of the committee must be reported on Schedule A and Schedule C. The itemization on Schedule A must include the person's full name, mailing address and zip code, along with the name of his/her employer, the date of

the contribution/loan and the aggregate year-to-date amount of contributions made by the person. Schedule C must include any endorser or guaranter of the loan, the date the loan was made and all other terms of the loan.

If the loan is from the candidate, you must indicate if it is from his/her personal funds. (11 CFR §104.3(a)(4)(lv))

On Schedule A of this report, you have not itemized all of the necessary contributor information. You must provide the date, aggregate year-to-date total, election designation, amount of contribution, and partnership attribution (if necessary) for each itemized receipt. (11 CFR §104.3(a)(4)(i)) Please amend your report to include the aggregate year-to-date totals.

-Commission Regulations require that a committee disclose the identification of all individuals who contribute in excess of \$200 in a calendar year. (11 CFR §104.3(a)(4)(i)) Identification for an individual is defined as the full name, mailing address, occupation and name of employer. (11 CFR §100.12) Your report discloses contributions from individuals for which the identification is not complete.

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Second, if the information is not provided, you must make one follow-up, stand alone effort to obtain this information, regardless of whether the contribution(s) was solicited or not. This effort must occur no later than 30 days after receipt of the contribution and may be in the form of a written request or an oral request documented in writing. (11 CFR § 104.7(b)(2))

#### The request must:

- clearly ask for the missing information, without soliciting a contribution;
- inform the contributor of the requirements of federal law for the reporting of such information, and
- if the request is written, include a pre-addressed post card or return envelope.

Third, if you receive contributor information after the contribution(s) has been reported, you shall either a) file with your next regularly scheduled report, an amended memo Schedule A listing all the contributions for which additional information was received; or b) file on or before your next regularly scheduled reporting date, amendments to the report(s) originally disclosing the contribution(s). (11 CFR §104.7(b)(4))

Please provide the missing information or a detailed description of your procedures for requesting the information. For more information on demonstrating "best efforts," please refer to the Campaign Guide.

-On Schedule B of your report, you have itemized disbursements for which you have failed to include the address or complete address. Please amend your report to include the missing information. (11 CFR §104.3(b)(4))

-Commission Regulations define the term "purpose" to mean a brief statement or description of why a disbursement was made. Examples are "dinner expense", "media", "salary", "polling", "travel", "party fees", "phone banks", "travel expenses", "travel expense reimbursement" and "catering costs". Examples of election day and voter registration activity include "exit polling", "door-to-door get out the vote", "get out the vote phone calls" and "driving voters to the polls". Unacceptable descriptions, which require additional clarification, include but are not limited to "advance", "consulting", "commission", "contract labor", "election day expense", "expenses", "other expenses", "expense reimbursement", "miscellaneous", "outside services", "get-out-the-vote" and "voter registration". (11 CFR § 104.3(b)(4) Please amend Schedule B of your report to correct the descriptions which do not meet the requirements of the Regulations.

-Schedule C of your report fails to include information required by Commission Regulations. You must provide the date incurred, the original source and amount of the loan, the due date, the interest rate, the cumulative

payment, and the outstanding balance. In addition, if there are any endorsers or guarantors, their mailing address along with the name of their employer and occupation must be disclosed. Please amend your report to include all omitted information. (11 CFR §§100.7(a)(1) and 104.3(d))

A written response or an amendment to your original report(s) correcting the above problem(s) should be filed with the Secretary of the Senate, 232 Hart Senate Office Building, Washington, DC 20510 within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. (at the prompt press 1, then press 2 to reach the Reports Analysis Division). My local number is (202) 694-1130.

Sincerely,

Pat Sheppard

Assistant Branch Chief Reports Analysis Division

404

SCHEDULE C-1 Federal Election Commission Washington, D.C. 20463



### LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

NAME OF COMMITTEE (IN FULL)	FEO IDENTIFICATION NUMBER	•
FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER)	AMDUSTI CIF LOAN	ENTEREST RATE (APR)
	DATE INCURRED OR ESTABLISHED	DATE DUE
A. Has loan been restructured? No Yes If yes, date origi	nally incurred:	
B, If line of credit, amount of this draw:; total outstand	ling balance:	
C. Are other parties secondarily liable for the debt incurred?  No Yes (Endorsers and guaranters must be reported on Sci	hedule C.)	
D. Are any of the following pledged as collateral for the loan: real estate certificates of deposit, chattel papers, stocks, accounts receivable, cash  No Yes If yes, specify:	on deposit, or other similar tradition	able instruments, onal collateral?
What is the value of this collateral?		
Does the lander have a perfected security interest in h?	L. Yes	ν
E. Are any future contributions or future receipts of interest income, ple	dged as collaional for the loan?	
No Yes if yes, specify:	What is the estimated value	?
A depository account must be established pursuant to 11 CFR 100.7(b	o)(11)(i)(B) and 100.8(b)(12)(i)(B)	. Date account
established:Location of account		·
F. If neither of the types at collateral described above was pledged for the exceed the loan amount, state the basis upon which this loan was made	is lown, or if the amount pledged a and the basis on which it assures	doea not aqual or prepayment.
C. COMMITTEE TREASURER		gaTE .
TYPED NAME SIGNATURE		
H. Attach a signed copy of the loan agreement.		
I, TO BE SIGNED BY THE LENDING INSTITUTION:		
<ol> <li>To the best of this institution's knowledge, the terms of the loan at the loan are accurate as stated above.</li> </ol>	-	
II. The loan was made on terms and conditions (including interest reimposed for similar extensions of cradit to other borrowers of comparate		than those
III). This institution is aware of the requirement that a loan must be micomplied with the requirements set forth at 11 CFR 100.7(b)(11) and 1		payment, and has
AUTHORIZED REPRESENTATIVE TITLE		DATE
TYPED NAME SIGNATURE		12/91

ATTACHMENT #11 HAS BEEN REMOVED

**SCHEDULE C** 200203 42370 LINE HUNBER LOANS (Uso si parato trinduos Revised 3/80) Attachment 12 for dash numbered line) Name of Committee (in Full) Giordano for U.S. Senate Original Amount 🚅 🧬 Cumulative Payment 👸 🖟 Balance Outstanding A Full Name, Mailing Address and ZIP Code of Loan Source To Date at Close of This Period 300,000.00 Patriot National Bank 900 Bedford Street Stamford, CT 06901 Election: Primary X Gon X Gonoral Other (specify) Interest Rate 6\_07.%(apr) X Secured Date Incurred 7/14/00 Date Due 4/01 List All Endorsers or Guarantors (if any) to Item A Name of Employer 1 Full Name, Mailing Address and ZIP Code City of Waterbury 1866 Philip A. Giordano 157 Southwind Road Mayor Waterbury, CT 06708 Amount Guaranteed Outstanding() 250 s 300,000.00 Name of Employer 2 Full Name, Mailing Address and ZIP Code ., .1. Occupation Amount Guaranteed Outstanding Name of Employer 3 Full Name Mailing Address and ZIP Code: Occupation Amount Guaranteed Outstanding. S. 1. 15 # 3 # 1 1 1 1 1 1 1 1 Original Amount Cumulative Payment **Balance Out** B Full Name, Mailing Address and ZIP Code of Loan Source To Date , of Loan at Close of This P Other (specify): General Election<sup>\*</sup> Pnmary Interest Rate %(apr) \_ ' Date Due\_ List All Endorsers or Guarantors (if any) to Item B A STATE OF THE PERSON OF THE P Name of Employer 1 Full Name, Mailing Address and ZIP Code. Occupation Amount Guaranteed Outstanding Name of Employer 2 Full Name, Mailing Address and ZIP Code 😘 🚉 Occupation Amount Guaranteed Outstanding, 32 Name of Employer 3 Full Name, Mailing Address and ZIP Code - 1 - 1 Occupation Amount Guaranteed Outstanding. SUBTOTALS This Penod This Page (optional)

TOTALS This Penod (last page in this line only) Carry outstanding balance only to LINE 3, Schadule D. for this line if no Schedule D, carry forward to appropriate line of Summary.



Springle Cherks Office Federal Elections Commission 232 Hart Senate Building Washington, DC 20510

October 28, 2000

Identification number: C00353862

To whom it may concern:

This letter is in response to a letter received the FEC dated September 19, 2000. The attached, packet is to be considered an amendment to the April and July quarterly reports. I hope that this adequately clarifies these (2) two filings.

The Giordano Congressional Exploratory Committee was formed during the first quarter of this year. The committee attempted to enter into an agreement of indebtedness in the amount of \$200,000 in February of 2000. Do to a misunderstanding; both on the part of our campaign and Patriot National bank, the loan was made in violation of FEC rules. The Giordano Exploratory Committee became aware of its mistake and reported their mistake to the FBC. The Committee made every possible effort to correct both the loan and the FEC reports. At the same time, the committee also intended to change its status and become a regular candidate committee (Giordano for U.S. Senate). In doing so, the committee acquired a new treasurer. The July quarterly report is the end of the Exploratory Committee and the start of the Senate Committee. During this period the loan was corrected as to FEC requirements and also increased its indebtedness to \$300,000. This loan was secured with one half of a certificate of deposit held jointly by Mr. And Mrs. Giordano, on half of the equity in Mr. and Mrs. Giordano's jointly held. home, and cash on deposit in the Senate Committee account. The bank was satisfied that this was adequate collateral for this line of credit. I am under the impression that this also satisfies FEC requirements. The certificate of deposit was originally a family gift given to the Giordano family. The timing of the gift coincided with a financial event with the family. It was not related to the Senate committee and would have happened regardless of the Senate race.

Additionally, a letter from the FEC also requested some information not included in our April and July quarterly reports. First, as explained above, Mr. Travoto was intended to collateralize the Committees line.

First, as explained above, Mr. Travoto was intended to collateralize the Committees line of credit. His name was included to show that his name was included on the bank

P.O. Box 2360, Waterbury, CT 06724 (203) 757-9984 • fax (203) 756-8397 \* \* \* \* www.giordano2000.com \* \* \* \* documents that were completed in error. The actual loan, completed in July 2000, does not include Mr. Travoto. This is the current and final disposition of the loan as it stands today. Therefore, the loan does not exceed donation limits. Second, all numbers listed on the reports have been clarified to the best of our ability. Third, any supporting documents not originally included, that were available, have been included. Lastly, donor information not included on the previous reports has been included.

I hope that this clarifies our previous reports and also provides the additional information required. If you have any questions, please feel free to contact our headquarters at (203) 757-8884. Thank you,

Sincerely,

Tarbes S. Paolino

Treasurer, Giordano Congressional

Exploratory Committee

# GIORDANO CONGRESSIONAL EXPLORATORY COMMITTEE

To whom it mat concern,

This exploratory committee entered into a debt obligation to Patriot National Bank in the amount of \$200,000. The Giordano for U.S. Senate has assumed this obligation in anticipation of the termination of this exploratory committee. All further information pertaining to this obligation can be found in the appropriate records for that committee. Please feel free to contact me with any question.

James S. Paolino

Treasurer

#### LOANS

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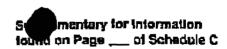
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#### LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

IE OF COMNETTEE JIN FULL)	FEC IDENTIFICATION NUMBER	
rior dano Conz. EXP. Comm.	1	
LHAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER)	AMOUNT OF LOAN	INTEREST PATE (APR)
	}-00,000	10%
	DATE INCURRED OR ESTABLIS	DATE DUE
	2/25/00	2/15/01
A. Has loan been restructured? X No Yes If yes	, date originally incurred:	
B. If line of credit, amount of this draw; tot	tal outstanding balance: 4199,000	-
C. Are other parties secondarily liable for the debt incurred? No X Yes (Endorsers and guaranters must be repo		
D. Are any of the following pledged as collateral for the loan: certificates of deposit, chattel papers, stocks, accounts received No. 2 Yes. If yes, specify: <a href="#cq14.00.4">Cq14.00.4</a>	yable, cash on deposit, or other similar tra	gatiable instruments aditional collaterai?
What is the value of this collateral?		
Does the lender have a perfected security interest in it?	□No □Yes	
No X Yes II yes, specify: Fetyle Contr.  A depository account must be established pursuant to 11 ( established: 2-/25/00 Location of account: 24	CFR 100.7(b)(11)(l)(B) and 100.8(b)(12)(	
F. If neither of the types of collateral described above was prescribed the loan amount, state the basis upon which this loan	ledged for this loan, or if the amount pled	ged does not equal o
G. COMMITTEE TREASURER		DATE
TYPED MALLE Tames S. Pao lino si	CHATURE	_ 4
H. Attach a signed copy of the loan agreement.		
I. TO BE SIGNED BY THE LENDING INSTITUTION:  I. To the best of this institution's knowledge, the terms of the loan are accurate as stated above.	of the loan and other information regardi	ng the extension of
11. The loan was made on terms and conditions (Includin imposed for similar extensions of credit to other borrowers	of comparable credit worthiness	
III. This institution is aware of the requirement that a loar compiled with the requirements set forth at 11 CFR 100.7(	n must be made on a basis which assure b)(11) and 100.8(b)(12) in making this lo	а гервушем, ало n an.
UTHORIZED REPRESENTATIVE	пте	DATE
YPED NAME BICHATURE		
WANT FOR		12

deral Election Commission ashington, D.C. 20462



## LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

E OF COMMITTEE (IN FULL)	FEC IDENTIFICATION NUMBER	
Grand Congression   Exploration COM.	COU353862	
NAME, MAILING ADDRESS AND ZIP CODE OF LENGING INSTITUTION (LENDER)	AMOUNT OF LOAN	INTEREST PATE (APR)
Patroot National BEAK	200,000	10%
900 Bedford St.	DATE INCURRED OR ESTABUSHE	, , ,
Stam Pard, CT 06901	2/05/00	2/25/01
A. Has loan been restructured? X No Yes If yes, date origina	ally incurred:	
B. If line of credit, amount of this draw: 100,000; total outstanding		>
C. Are other parties secondarily liable for the debt incurred?  No Yes (Endorsers and guarantors must be reported on Scho	edule C.)	
O. Are any of the following pledged as collateral for the loan; real estate, ceptificates of deposit, chattel papers, stocks, accounts receivable, cash of	personal property, goods, ney on deposit, or other similar trac	jųtacie mardinem įtuonai coliaterai?
No XYes If yes, specify: C		
What is the value of this collateral?		
Does the lander have a perfected security interest in it?	Yęs	
E. Are any future contributions or future receipts of interest income, place  [1] No (Yes If yes, specify: Contributions / Future virco	What is the estimated w	alue? Joy ou E
A depository account must be established pursuant to 11 CFR 100.7(b) established: 2/35/00 Location of account: Patriot N		XDJ: Date decoration
F. If neither of the types of colleteral described above was pledged for the exceed the loan amount, state the basis upon which this loan was made	nis loan, or if the amount pledg	ged does not equal tures repayment.
G. COMMITTEE TREASURER	2	DATE
TYPED NAME James, S. Pooling SIGHATURE		
H. Attach a signed copy of the loan agreement.		
I. TO BE SIGNED BY THE LENDING INSTITUTION:		
<ol> <li>To the best of this institution's knowledge, the terms of the loan's the loan are accurate as stated above.</li> </ol>		
II. The loan was made on lerms and conditions (including interest range) imposed for similar extensions of credit to other borrowers of compared.	able credit worthiness.	
(III. This institution is aware of the requirement that a loan must be necomplied with the requirements set torth at 11 CFR 100.7(b)(11) and	nadé on a basis which assuré 100.8(b)(12) in making this lo	es repayment, and ian.
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Nature of Debt (Purpose):				
1) SUBTOTALS This Penod This Page (optional)				
2] TOTALS This Period (last page in this line only)				
3) TOTAL OUTSTANDING LOANS from Schedule C (las	st page anly)			
4) ADD 2) and 3) and carry forward to appropriate line of	Summary Page (last page only)			

ATTACHMENT #13 (PAGE 8) HAS BEEN REMOVED

## GIORDANO FOR U.S. SENATE

CORPORACION AND SENATE SENATE

November 27, 2000

Dear Senate Clerk,

In order to complete amendments to our July quarterly report; per your request please find the attached documents. I hope this adequately answers your questions. In reference to your request for schedules C and C-1, please reference documents already in your position dated July 14, 2000 addressed to Lisa Simpson c/o FEC. Also, to clarify the date confusion on certain documents, final loan documents were completed and returned to us by Patriot National Bank in July, moneys had already been received in conjunction with the original loan agreement, which was revised to reflex changes in the loan application.

If you have any questions concerning these documents please feel free to contact

me at (203) 578-0131.

Sincerely,

James S. Paolino

Giordano for U.S. Senate



## FEDERAL ELECTION COMMISSION

RQ-2

WASHINGTON, D.C. 20463

Michael Blumenthal, Treasurer Giordano for United States Senate P.O. Box 2360 Waterbury, CT 06724

JUL 3 2001

Identification Number:

C00353862

Reference:

Amended July Quarterly Report (4/1/00-6/30/00), dated 8/21/00

Dear Mr. Blumenthal:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-Schedule C and Schedule C-1 of your report disclose a loan(s) which appears to exceed the limits set forth in the Act. An individual, including a candidate's spouse, may not make contributions and/or loans to a candidate for federal office in excess of \$1,000 per election. On Schedule C-1 of your report, it appears that the loan(s) was secured by property and collateral based on joint assets owned by both the candidate and spouse. Please note that the candidate's spouse is not considered a contributor as long as the candidate's share of the collateral equals or exceeds the amount of the loan-Please file an amendment to your report to clarify the following information:

- the name and address of the lending institution
- the interest rate
- whether or not the loan was secured.
- the due date or amortization schedule
- brief description of the collateral or property used as a basis for the loan
- the owners of the collateral or the property used as a basis for the

- the type of ownership of such property (e.g., tenants by the entireties, joint tenants, tenants in common, etc.)
- the percentage of such property owned by each owner
- value of such property
- the names of all signatories on both the security instrument and the commercial note
- the capacity in which each signatory signed (e.g., co-maker, endorser, guarantor)

If the contribution(s) in question was not completely or correctly reported, you should amend your original report using the correct information. If the contribution(s) exceeds the limits, you should either refund to the donor the amount in excess of \$1,000 or requesst a written redesignation and/or reattribution of the contribution(s) in writing from the donor. All refunds, redesignations, and restributions must be made within sixty days of receipt Copies of refund checks and copies of letters of the contribution. reattributing or redesignating the contributions in question may be used to respond to this letter. Refunds and repayments are reported on Line 20 or Line 19, respectively, of the Detailed Summary Page and on a supporting Schedule B of the report covering the period in which they are made. Redesignations and reattributions are reported as memo entries on Schedule A of the report covering the period in which the authorization for the redesignation and/or reattribution is received. (11 CFR §§100.7, 100.8, 110.1, and 104.8(d)(2), (3) and (4))

Although the Commission may take further legal action, prompt action by you to refund or seek redesignation and/or reattribution will be considered.

A written response or an amendment to your original report(6) correcting the above problem(s) should be filed with the Secretary of the Senate, 232 Hart Senate Office Building, Washington, DC 20510 within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. (at the prompt press 1, then press 2 to reach the Reports Analysis Division). My local number is (202) 694-1130.

Sincerely,

Matthew S. Kern

Reports Analyst

Reports Analysis Division

Marken S. Kenn



SCHEDULE B

## <u>ENCUMBRANCES</u>

Water and Sewer charges; please call

MK

Mortgage to Metro Mortgage Corporation in the original principal amount of \$124,000.00 dated February 16, 1999 and recorded in Volume 3767 at Page 15 of the Waterbury Land Records.



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### LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

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and to me	following pledged as collateral for the loan: real of	state, persona	property, goods, negt	xiable instruments,	\
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neither of	the types of constand described above was place an amount, state the basis upon which this loan w	ed for this loan	or if the amount place	jed does not equal : sured repayment,	OT
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TOTALS This Pends (1894 page in this line only) .......



#### FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20163

July 26, 2001

RQ-3

Thomas Ariola, Treasurer Giordano for United States Senate P.O. Box 2360 Waterbury, CT 06724

Identification Number:

C00353862

Reference:

Amended July Quarterly Report (4/1/00-6/30/00), dated 8/21/00

Dear Mr. Ariola:

On July 3, 2001 you were notified that a review of the above-referenced report(s) raised questions as to specific contributions and/or expenditures, and the reporting of certain information required by the Federal Election Campaign Act.

The Commission is in receipt of your letter dated July 18, 2001. An adequate response must be received at the Commission by August 15, 2001. Adequate responses received on or before this date will be taken into consideration in determining whether audit action will be initiated. Requests for extensions for time in which to respond will not be considered. Failure to provide an adequate response by this date may result in an audit of the committee. Failure to comply with the provisions of the Act may also result in an enforcement action against the committee. Any response submitted by your committee will be placed on the public record and will be considered by the Commission prior to taking enforcement action.

If you should have any questions related to this matter, please contact Matthew Kern on our toll-free number (800) 424-9530 (a the prompt press 1, then press 2 to reach the Reports Analysis Division) or our local number (202) 694-1130.

Sincerely,

John D. Gibson

Assistant Staff Director Reports Analysis Division



#### FEDERAL ELECTION COMMISSION

RQ-2

WASHINGTON, D.C. 20463

Thomas M. Ariola, Jr., Treasurer
Giordano for United States Senate
P.O. Box 2360
Waterbury, CT 06724

JUL 3 2001

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Identification Number:

C00353862

Reference:

Outober Quarterly Report (7/1/00-9/30/00)

Dear Mr. Ariola:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-Vour report discloses contribution(s) which appears to be from a corporation (pertinent portion attached). A contribution from a corporation is prohibited by the Act, unless it is made from a separate segregated fund established by the corporation. (2 U.S.C. §441b(a) and 11 CFR §103.3(b))

If the contribution(s) in question was not completely or correctly reported, you should amend your original report with the corrected information. If the contribution is from a corporation, you should refund the full amount to the donor and notify the Commission of such action. The refund must be made within thirty days of the treasurer becoming aware of the impermissionility of the contribution. (11 CFR §103.3(b)(2)) Copies of refund checks for the contribution(s) in question may be used to respond to this letter. The refund should be reported on a Schedule B supporting Line 20(a) of the report covering the period in which the refund is made. (11 CFR §104.8(d)(4))

Although the Commission may take further legal action, prompt action by you to refund the prohibited amount will be considered.

-Schedule A of your report discloses a contribution(s) which appears to

exceed the limits set forth in the Act (copies attached). You should examine all of your contributions to check for additional excessives. The Committee's procedures for processing contributions should also be reviewed.

An individual or a political committee other than a qualified multicandidate committee may not make a contribution to a candidate for federal office in excess of \$1,000 per election. A qualified multicandidate committee and all affiliated committees may not make a contribution(s) to a candidate for federal office in excess of \$5,000 per election. The term "contribution" includes any gift, subscription, loan, advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for federal office. (2 U.S.C. §441a(a) and (f); 11 CFR §110.1(b), (e) and (k))

If the contribution(s) in question was not completely or correctly reported, should amend your original report using the new or corrected information. If the contribution(s) exceeds the limits, you should either refund to the donor the amount in excess of \$1,000 or request a written reclesignation and/or reattribution of the contribution(s) from the donor. All refunds, redesignations, and reattributions must be made within sixty days of receipt of the contribution. Copies of refund checks and copies of letters reattributing or redesignating the contributions in question may be used to respond to as letter. Refunds are reported on Line 20 of the Detailed Summary Page and on a supporting Schedule B of the report covering the period in which they are made. Redesignations and reattributions are reported as memo entries on Schedule A of the report covering the period in which the authorization for the redesignation and/or reattribution is ereceived. (11 CFR §104.8(d)(2), (3) and (4))

The acceptance of excessive contributions is a serious problem. Again, the committee's procedures for processing contributions should be examined and corrected in order to avoid this problem. Although the Commission may take further legal action, prompt action by you to refund or seek redesignation and/or reattribution of the excessive amount will be considered.

-Commission Regulations require that a committee disclose the identification of all individuals who contribute in excess of \$200 in a

## GIORDANO FOR UNITED STATE SENATE

calendar year. (11 CFR §104.3(a)(4)(i)) Identification for an individual is defined as the full name, mailing address, occupation and name of employer. (11 CFR §100.12) Your report discloses contributions from individuals for which the identification is not complete.

You must provide the missing information, or if you are unable to do so, you must demonstrate that "best efforts" have been used to obtain the information. To establish "best efforts," you must provide the Commission with a detailed description of your procedures for requesting the information. Establishing "best efforts" is a three-fold process.

First, your original solicitation must include a clear and conspicuous request for the contributor information and must inform the contributor of the requirements of federal law for the reporting of such information. (11 CFR 管权域, §104.7(b)(1))

Second, if the information is not provided, you must make one follow-up, stand alone effort to obtain this information, regardless of whether the contribution(s) was solicited or not. This effort must occur no later than 30 days after receipt of the contribution and may be in the form of a written request or an oral request documented in writing. (11 CFR § 104.7(b)(2)) The request must:

- clearly ask for the missing information, without soliciting a contribution;
- inform the contributor of the requirements of federal law for the reporting of such information, and
- if the request is written, include a pre-addressed post card or return envelope.

Third, if you receive contributor information after the contribution(s) has been reported, you shall either a) file with your next regularly scheduled report, an amended memo Schedule A listing all the contributions for which additional information was received; or b) file on or before your next regularly scheduled reporting date, amendments to the report(s) originally disclosing the contribution(s). (11 CFR §104.7(b)(4))

Please provide the missing information or a detailed description of your procedures for requesting the information. For more information on demonstrating "best efforts," please refer to the Campaign Guide.

### GIORDANO FOR UNITED STATE SENATE PAGE 4

-You should provide a total on Line 10 of the Summary Page that discloses all outstanding debts and obligations owed by your committee.

-Column B figures for the Summary and Detailed Summary Pages should regual the sum of the Column B figures on your previous report and the Column A figures on this report. Please file an amendment to your report to correct the Column B discrepancies for Line(s) 6(c), 11(a)(iii), 19(c), 22 and all subsequent report(s) which may be affected by this correction. Note that Column B should reflect only the year-to-date totals for the calendar year 2000.

-Line 11(a)(iii), Column A of the Detailed Summary Page, does not equal the sum of Line 11(a)(i) and Line 11(a)(ii). Please correct this discrepancy and file an amendment to your report. (11 CFR §104.3(a))

-Contributions from individuals and persons other than political committees must be itemized if the aggregate total from the contributor exceeds \$200 in a calendar year. This means that the committee does not have a reporting requirement of a contribution until the aggregate total exceeds the \$200 threshold (2 U.S.C. §434(b)(3)) Should a committee wish to disclose contributions that do not require itemization, it must do so on a separate Schedule A and report the total amount of unitemized contributions on Line (a)(ii) of the Detailed Summary Page. (11 CFR §104.3(a)(4)(i))

A written response or an amendment to your original report(s) correcting the above problem(s) should be filed with the Secretary of the Senate, 232 Hart Senate Office Building, Washington, DC 20510 within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. (at the prompt press 1, then press 2 to reach the Reports Analysis Division). My local number is (202) 694 1130.

Sincerely,

Matthew S. Kern Reports Analyst

Matter S. Ker

Reports Analysis Division

Attachnegt 17 Page 5 EDULE A

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#### ITEMIZED RECEIPTS

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PAGE 45 FCR LINE NUMBE

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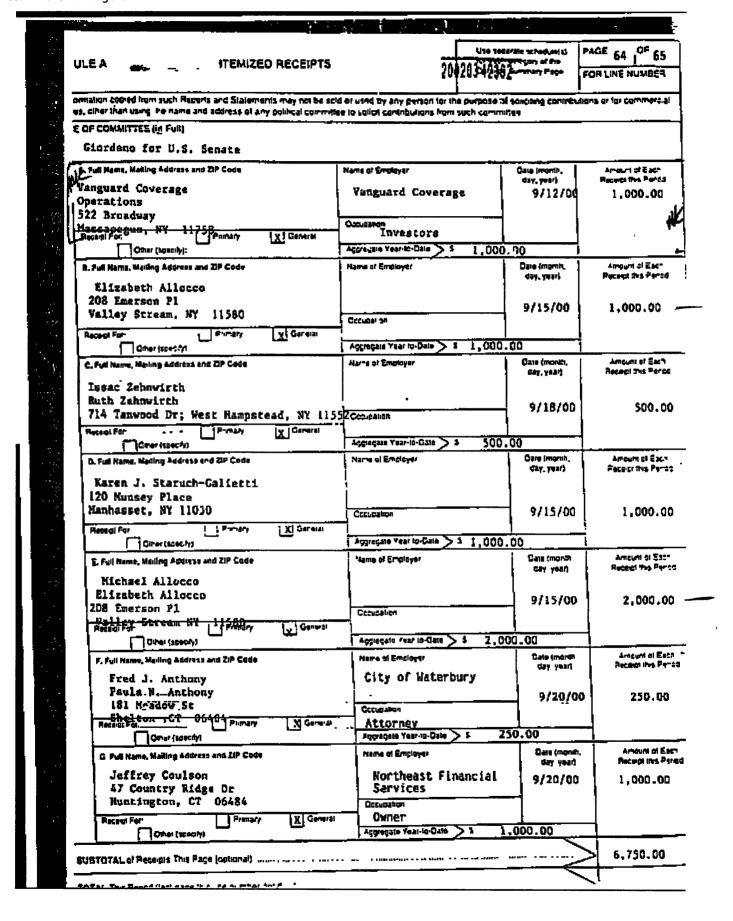
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Attachment 17 Page 6



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Attachment 18



#### FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

July 26, 2001

RO-3

Thomas M Ariola, Jr., Treasurer
Giordano for United States Senate

P.O. Box 2360

Waterbury, CT 06724

Identification Number:

C00353862

Reference:

Octobe: Quarterly Report (7/1/00-9/30/00)

Dear Mr. Ariola:

On July 3, 2001 you were notified that a review of the above-referenced report(s) raised question as a specific contributions and/or expenditures, and the reporting of certain information required by the Federal Election Campaign Act.

The Commission is in receipt of your letter dated July 18, 2001. An adequate response must be received at the Commission by August 15, 2001. Adequate responses received on or before this date will be taken into consideration in determining whether audit action will be initiated. Requests for extensions for time in which to respond will not be considered. Failure to provide an adequate response by this date may result in an audit of the committee. Failure to comply with the provisions of the Act may also result in an enforcement action against the committee. Any response submitted by your committee will be placed on the public record and will be considered by the Commission prior to taking enforcement action.

If you should have any questions related to this matter, please contact Matthew Kern on our toll-free number (800) 424-9530 (a the prompt press 1, then press 2 to reach the Reports Analysis Division) or our local number (202) 694-1130.

Sincerely,

John D. Gibson

Assistant Staff Director Reports Analysis Division



#### FEDERAL ELECTION COMMISSION

RO-2

WASHINGTON, D.C. 20463

Thomas M. Ariola Jr., Treasurer Giordano for United States Senate P.O. Box 2360
Waterbury, CT 06724

JUL 17 2001

Identification Number:

C00353862

Reference:

12 Day Pre-General Report (10/1/00-10/24/00)

Dear Mr. Ariola:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-Your report discloses contribution(s) which appears to be from a corporation (pertinent portion attached). A contribution from a corporation is prohibited by the Act, unless it is made from a separate segregated fund established by the corporation. (2 U.S.C. §441b(a) and 11 CFR §103.3(b))

If the contribution(s) in question was not completely or correctly reported, you should amend your original report with the corrected information. If the contribution is from a corporation, you should refund the full amount to the donor and notify the Commission of such action. The refund must be made within thirty days of the treasurer becoming aware of the impermissibility of the contribution. (11 CFR §103.3(b)(2)) Copies of refund checks for the contribution(s) in question may be used to respond to this letter. The refund should be reported on a Schedule B supporting Line 20(a) of the report covering the period in which the refund is made. (11 CFR §104.8(d)(4))

Although the Commission may take further legal action, prompt action by you to refund the prohibited amount will be considered.

-Please provide the omitted figure(s) for Column(s) A and B, Line(s)

# GIORDANO FOR UNITED STATES SENATE

11(a)(ii) of the Detailed Summary Page.

-Commission Regulations require that a committee disclose the identification of all individuals who contribute in excess of \$200 in a calendar year. (11 CFR §104.3(a)(4)(i)) Identification for an individual is defined as the full name, mailing address, occupation and name of employer. (11 CFR §100.12) Your report discloses contributions from individuals for which the identification is not complete.

You must provide the missing information, or if you are unable to do so, you must demonstrate that "best efforts" have been used to obtain the information. To establish "best efforts," you must provide the Commission with a detailed description of your procedures for requesting the information. Establishing "best efforts" is a three-fold process.

First, your original solicitation must include a clear and conspicuous request for the contributor information and must inform the contributor of the requirements of federal law for the reporting of such information. (11 CFR §104.7(b)(1))

Second, if the information is not provided, you must make one follow-up, stand alone effort to obtain this information, regardless of whether the contribution(s) was solicited or not. This effort must occur no later than 30 days after receipt of the contribution and may be in the form of a written request or an oral request documented in writing. (11 CFR § 104.7(b)(2)) The request must:

- clearly ask for the missing information, without soliciting a contribution;
- inform the contributor of the requirements of federal law for the reporting of such information, and
- if the request is written, include a pre-addressed post card or return envelope.

Third, if you receive contributor information after the contribution(s) has been reported, you shall either a) file with your next regularly scheduled report, an amended memo Schedule A listing all the contributions for which additional information was received; or b) file on or before your next regularly scheduled reporting date, amendments to the report(s) originally disclosing the contribution(s). (11 CFR §104.7(b)(4))

# PAGE 3

Please provide the missing information or a detailed description of your procedures for requesting the information. For more information on demonstrating "best efforts," please refer to the Campaign Guide.

Summary Page in Offsets to Operating Expenditures. Any rebates, refunds or other offsets to operating expenditures made to your committee which, in the aggregate, are in excess of \$200 for the calendar year 2000 must be itemized on a Schedule A. If necessary, please provide a Schedule A. (11 CFR §104.3(a)(4)(v))

-Schedule D of this report duplicates activity which occurred in a previous reporting period. The columns "Amount Incurred This Period" and "Payments Made This Period" should include only activity that occurred during this reporting period. Please correct this discrepancy and file an amended Schedule D.

For future reports, please be advised that contributions from individuals and rollical committees should be itemized on a separate Schedule A. Additionally, the total amount of these contributions should be reported on the appropriate line of the Detailed Summary Page (11(a), 11(b) and 11(c)).

Contributions from individuals and persons other than political committees must be itemized if the aggregate total from the contributor exceeds \$200 in a calendar year. This means that the committee does not have a reporting requirement of a contribution until the aggregate total exceeds the \$200 threshold. (2 U.S.C. §434(b)(3)) Should a committee wish to disclose contributions that do not require itemization, it must do so on a separate Schedule A and report the total amount of unitemized contributions on Line 11(a)(ii) of the Detailed Summary Page. (11 CFR §104.3(a)(4)(i))

-Please provide a Schedule C to support the amount reported on Line 10 of the Summary Page.

A written response or an amendment to your original report(s) correcting the above problem(s) should be filed with the Secretary of the Senate, 232 Hart Senate Office Building, Washington, DC 20510 within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530.

(at the prompt press 1, then press 2 to reach the Reports Analysis Division). My local number is (202) 694-1130.

Sincerely,

Matthew S. Kern

Reports Analyst

Reports Analysis Division

Marthew S. Em

Attachment 19 Page 5
EMIZED RECEIPTS

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PAGE 12 OF 13

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Attachment 19 Page 6

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FOR LINE NUMBE

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any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial urposes, off er than using the name and address of any political committee to solicit contributions from such committee.

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#### FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

August 9, 2001

RQ-3

Thomas M. Ariola Jr., Treasurer Giordano for United States Senate ·P.O. Box 2360 Waterbury, CT 06724

Identification Number:

C00353862

Reference:

12 Lay Pre-General (10/1/00-10/24/00) and 30 Day Post-General

(10/25/00-11/27/00) Reports

Dear Mr. Ariola:

This letter is to inform you that as of August 8, 2001, the Commission has not received your response to our requests for additional information dated July 17, 2001. These notices request information essential to full public disclosure of your federal election campaign finances. To ensure compliance with the provisions of the Federal Election Campaign Act (the Act), please respond to these requests (copies enclosed).

Thomas M An edequate response must be received at the Commission by August 29, 2001. Adequate responses received on or before this date will be taken into consideration in determining whether audit action will be initiated. Requests for extensions of time in which the respond will not be considered. Failure to provide an adequate response by this date may result in an audit of the committee. Failure to comply with the provisions of the Act may also result in an enforcement action against the committee. Any response submitted by your committee will be placed on the public record and will be considered by the Commission prior to taking enforcement action.

If you should have any questions regarding this matter, please contact Michael Young on our toll-free number (800) 424-9530 (at the prompt press 1, then press 2 to reach the Reports Analysis Division) or our local number (202) 694-1130.

Sincerely,

John D. Gibson

Assistant Staff Director Reports Analysis Division

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Attachment 20 Page 2



#### FEDERAL ELECTION COMMISSION

W. SHINGTON, D.C. 20463

RQ-2

Thomas M. Ariola, Jr., Treasurer Giordano for United States Senate P.O. Box 2360
Waterbury, CT 06724

JUL 17 2001

Identification Number:

C00353862

Reference:

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A CONTRACT OF

30 Day Post-General Report (10/25/00-11/27/00)

Dear Mr. Ariola:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-Your report discloses contribution(s) which appears to be from a corporation pertinent portion attached). A contribution from a corporation is prohibited by the Act, unless it is made from a separate segregated fund established by the corporation. (2 U.S.C. §441b(a) and 11 CFR §103.3(b))

If the contribution(s) in question was not completely or correctly reported, you should amend your original report with the corrected information. If the contribution is from a corporation, you should refund the full amount to the donor and notify the Commission of such action. The refund must be made within thirty days of the treasurer becoming aware of the impermissibility of the contribution. (11 CFR §103.3(b)(2)) Copies of refund checks for the contribution(s) in question may be used to respond to this letter. The refund should be reported on a Schedule B supporting Line 20(a) of the report covering the period in which the refund is made. (11 CFP §104.8(d)(4))

Although the Commission may take further legal action, prompt action by you to refund the prohibited amount will be considered.

-Schedule 4 of your report discloses a contribution(s) which appears to

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# GIORDANO FOR UNITED STATES SENATE PAGE 2

exceed the limits set forth in the Act (copies attached). You should examine all of your contributions to check for additional excessives. The Committee's procedures for processing contributions should also be reviewed.

An individual or a political committee other than a qualified multicandidate committee may not make a contribution to a candidate for federal office in excess of \$1,000 per election. A qualified multicandidate committee and all affiliated committees may not make a contribution(s) to a candidate for federal office in excess of \$5,000 per election. The term "contribution" includes any gift, subscription, loan, advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for several office. (2 U.S.C. §441a(a) and (f); 11 CFR §110.1(b), (e) and (k))

If the contribution(s) in question was not completely or correctly reported, you should amend your original report using the new or corrected information. If the contribution(s) exceeds the limits, you should either refund to the donor the amount in excess of \$1,000 or request a written redesignation and/or reattribution of the contribution(s) from the donor. All refunds, redesignations, and reattributions must be made within sixty days of receipt of the contribution. Copies of refund checks and copies of letters reattributing or redesignating the contributions in question may be used to respond to this letter. Refunds are reported on Line 20 of the Detailed Summary Page and on a supporting Schedule B of the report covering the period in which they are made. Redesignations and reattributions are reported as memo entries on Schedule A of the report covering the period in which the authorization for the redesignation and/or reattribution is received. (11 CFR §104.8(d)(2), (3) and (4))

The acceptance of excessive contributions is a serious problem. Again, the committee's procedures for processing contributions should be examined and corrected in order to avoid this problem. Although the Commission may take further legal action, prompt action by you to refund or seek tredesignation and/or reattribution of the excessive amount will be considered.

Schedule A of this report discloses activity outside the coverage dates.

Ply27/00. Please amend this report and any previous reports so that all

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#### GIORDANO FOR UNITED STATES SENATE PAGE 3

activity is disclosed in the report covering the period in which the activity occurred.

- -Please provide the omitted figure(s) for Line(s) 25 of the Detailed Summary Page. "就是是
  - -Please provide the omitted figure(s) for Column(s) A and B, Line(s) 1,1(a)(iii) of the Detailed Summary Page.
  - You should provide a total on Line 10 of the Summary Page that discloses fall outstanding debts and obligations owed by your committee.
  - Line 11(a)(i), Column A, of the Detailed Summary Page, discloses \$107,506.74 in receipts. Schedule A supporting Line 11(a)(i) discloses \$111,227,00 in receipts. These figures should be the same. Please correct this discrepancy and file an amendment to your report. (11 CFR §104.3)(a))
    - -Your calculations for loans on Schedule C are incorrect (Original Amount of Loan - Cun ulative Payment To Date = Balance Outstanding at Close of This Period'. Please amend your report to correct the discrepancies for the following mans:

**Original Amount** Date Incurred of Loan Source 7/14/00 Patriot National Bank \$300,000.00

Sommission Regulations require the continuous reporting of all outstanding debts. This report indicates an omission of debts itemized on your previous report(s). (11 CFR §§104.3(d) and 104.11) Please file an amendment to your report to disclose the current status of these omitted dehts.

Williamson Auto Inc. \$1632.18

-Schedule A of your report indicates that your committee may have failed to file one or more of the required 48 hour notices regarding "last minute" contributions received by your committee after the close of books for the 12 Day Pre-General report. A principal campaign committee must notify the Commission, in writing, within 48 hours of any contribution of \$1,000 or more received between two and twenty days before an election. These - 7, 18

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#### Attachment 20 Pagg GIORDANO FOR UNITED STATES SENATE PAGE 4

contributions are then reported on the next report required to be filed by the committee. To ensure that the Commission is notified of last minute contributions of \$1,000 or more to your campaign, it is recommended that your review your procedures for checking contributions received during the aforementioned time period. Although the Commission may take legal action, any response you wish to provide concerning this matter will be considered. (11 CFR §104.5(f))

-On Schedule A of this report, you have not itemized all of the necessary contributor information. You must provide the date, aggregate year-to-date total, election designation, amount of contribution, and partnership attribution (if necessary) for each itemized receipt. §104.3(a)(4)(i)) Please amend your report to include the aggregate year-todate totals.

Commission Regulations require that a committee disclose the identification of all individuals who contribute in excess of \$200 in a caler dar year. (11 CFR §104.3(a)(4)(i)) Identification for an individual is defined as the full name, mailing address, occupation and name of Your report discloses contributions from individuals for which the identification is not complete.

1 You must provide the missing information, or if you are unable to do so, you must demonstrate that "best efforts" have been used to obtain the information. To establish "best efforts," you must provide the Commission with a detailed description of your procedures for requesting the information. Establishing "best efforts" is a three-fold process.

First, your original solicitation must include a clear and conspicuous request for the contributor information and must inform the contributor of the requirements of federal law for the reporting of such information. (11 CFR §104.7(b)(1))

Second if the information is not provided, you must make one follow-up, stand alone effort to obtain this information, regardless of whether the contribution(s) was solicited or not. This effort must occur no later than 30 days after receipt of the contribution and may be in the form of a written request or an oral request documented in writing. (11 CFR § 104.7(b)(2)) The request must:

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# GIORDANO FOR UNITED STATES SENATE PAGE 5

- clearly ask for the missing information, without soliciting a contribution;
- inform the contributor of the requirements of federal law for the reporting of such information, and
- if the request is written, include a pre-addressed post card or return envelope.

Third, if you receive contributor information after the contribution(s) has been reported, you shall either a) file with your next regularly scheduled report, an amended memo Schedule A listing all the contributions for which additional information was received; or b) file on or before your next regularly scheduled reporting date, amendments to the report(s) originally disciosing the contribution(s). (11 CFR §104.7(b)(4))

Please provide the missing information or a detailed description of your procedures for requesting the information. For more information on demonstrating "best efforts," please refer to the Campaign Guide.

-Your report indicates loan(s) of \$300,000.00 owed to Patriot National Bank which were previously reported in the October Quarterly Report for the 2000 Election Cycle. In your prior report, all required information regarding the loan(s) was provided. However, your current report fails to provide this information. With every report submitted, you must provide the date incurred, the original source and amount of the loan, the due date, the interest rate, the cumulative payment, and the outstanding balance. In addition, if there are any endorsers or guarantors, their mailing address along with the name of their employer and occupation must be disclosed. Please amend your report to include the date incurred, due date and interest fate. (11 CFR §100.7(a)(1) and 104.3(d))

Your report was not signed. Please amend this report to include the original signature of the treasurer or the designated assistant treasurer. (2 U.S.C. §434(a))

-Contributions from individuals and persons other than political committees must be item ized if the aggregate total from the contributor exceeds \$200 in a calendar year. This means that the committee does not have a reporting requirement of a contribution until the aggregate total exceeds the \$200 threshold. (? U.S.C. §434(b)(3)) Should a committee wish to disclose contributions that do not require itemization, it must do so on a separate

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# GIORDANO FOR UNAND STATES SENATE

Schedule A and report the total amount of unitemized contributions on Line 11(a)(ii) of the Detailed Summary Page. (11 CFR §104.3(a)(4)(i))

A written response or an amendment to your original report(s) correcting the above problem(s) should be filed with the Secretary of the Senate, 232 Hart Senate Office Building, Washington, DC 20510 within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. (at the prompt press 1, then press 2 to reach the Reports Analysis Division). My local number is (202) 694-1130.

> Sincerely, Matthew 5. fer

> > Matthew S. Kern Reports Analyst

Reports Analysis Division

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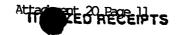
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# FEDERAL ELECTION COMMISSION

RQ-2

WASHINGTON, D.C. 20463

Thomas M. Ariola, Jr., Treasurer Giordano for United States Senate P.O. Box 2360
Waterbury, CT 06724

JUL 17 2001

Identification Number:

C00353862

Reference:

30 Day Post-General Report (10/25/00-11/27/00)

Dear Mr. Ariol .:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

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Attachment 21. Page 3

activity is disclosed in the report covering the period in which the activity occurred.

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Original Amount of Loan Date Incurred Source Patriot National Bank \$300,000.00 7/14/00

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Third, it you receive contributor information after the contribution(s) has been reported, you shall either a) file with your next regularly scheduled report, an amended memo Schedule A listing all the contributions for which additional information was received; or b) file on or before your next regularly scheduled reporting date, amendments to the report(s) originally disclosing the contribution(s). (11 CFR §104.7(b)(4))

Please provide the missing information or a detailed description of your procedures for requesting the information. For more information on demonstrating "best efforts," please refer to the Campaign Guide.

-Your report indicates loan(s) of \$300,000.00 owed to Patriot National Bank which were previously reported in the October Quarterly Report for the 2000 Election Cycle. In your prior report, all required information regarding the loan(s) was provided. However, your current report fails to provide this information. With every report submitted, you must provide the date incurred, the original source and amount of the loan, the due date, the interest rate, the cumulative payment, and the outstanding balance. In addition, if there are any endorsers or guarantors, their mailing address along with the name of their employer and occupation must be disclosed. Please amend your report to include the date incurred, due date and interest rate: (11 CFR §100.7(a)(1) and 104.3(d))

-Your report was not signed. Please amend this report to include the original signature of the treasurer or the designated assistant treasurer. (2 U.S.C. §434(a))

-Contributions from individuals and persons other than political committees must be iterrized if the aggregate total from the contributor exceeds \$200 in a calendar year. This means that the committee does not have a reporting requirement of a contribution until the aggregate total exceeds the \$200 threshold. (2 U.S.C. §434(b)(3)) Should a committee wish to disclose contributions that do not require itemization, it must do so on a separate

Schedule A and report the total amount of unitemized contributions on Line (11(a)(ii) of the Detailed Summary Page. (11 CFR §104.3(a)(4)(i))

A written response or an amendment to your original report(s) correcting the above problem(s) should be filed with the Secretary of the Senate, 232 Hart Senate Office Building, Washington, DC 20510 within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. (at the prompt press!, then press 2 to reach the Reports Analysis Division). My local number is (202) 694-1130.

Sincerely,

Matthew S. Kern Reports Analyst

Reports Analysis Division

Markew S. Fer

## Attachment ITEMIZED RECEIPTS

FOR LINE NUME

COMMITTEE (In Full)			
Giordano for U.S. SEnate		Date (month,	Amount of E
ull Name, Mailing Address and ZIP Code	Name of Employer	day, year)	Receipt this P
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		day, year)	Receipt that I
Anatoly Veksler	n/a	10/14/00	\$ 100.00
A97 Rues Ln East Brunswick, NJ 08816	Occupation		
eccept For: Primary General General Oner (specify):	Aggregate Year-to-Date 5		
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Sands Point, NY 11050	Occupation		1
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Attachment 21 Page 8

### ITEMIZED RECEIPTS

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PAGE 21 OF

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Timothy Longino	Name of Employer	Date (month, day, year)	Amount of Ea Receipt this Pe
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### ITEMIZED RECEIPTS

Use separate schedule(s) for each category of the Detailed Summary Page

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### FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

RQ-3

August 9, 2001

Thomas M. Ariola Jr., Treasurer Giordano for United States Senate P.O. Box 2360 Waterbury, CT 06724

Identification Number:

C00353862

Reference:

12 Day Pre-General (10/1/00-10/24/00) and 30 Day Post-General

(10/25/00-11/27/00) Reports

Dear Mr. Ariola:

This letter is to inform you that as of August 8, 2001, the Commission has not received your response to our requests for additional information dated July 17, 2001. These notices request information essential to full public disclosure of your federal election campaign finances. To ensure compliance with the provisions of the Federal Election Campaign Act (the Act), please respond to these requests (copies enclosed).

An adequate response must be received at the Commission by August 29, 2001. Adequate responses received on or before this date will be taken into consideration in determining whether audit action will be initiated. Requests for extensions of time in which to respond will not be considered. Failure to provide an adequate response by this date may result in an audit of the committee. Failure to comply with the provisions of the Act may also result in an enforcement action against the committee. Any response submitted by your committee will be placed on the public record and will be considered by the Commission prior to taking enforcement action.

If you should have any questions regarding this matter, please contact Michael Young on our toll-free number (800) 424-9530 (at the prompt press 1, then press 2 to reach the Reports Analysis Division) or our local number (202) 694-1130.

Sincerely.

John D. Gibson

Assistant Staff Director Reports Analysis Division

Enclosures

SECRETARY OF THE SENATE

01 JUL 23 AM 10: 43

July 17, 2001

Secretary of the State 232 HCA Senate Office Building Washington, DC 20510

RE: Giordano for US Senate COU353862

Dear Sir:

In response to your letter dated July 3, 2001:

#### Finding 1

- The copy of the check deposited was cut off at the top leaving the name unidentified. We have done our research and identified the contributor as David Green, Accountant, of Massapequa, NY 11758. We placed Vanguard Coverage Operation in Receipts only to receipt until research was done. We will amend report.
- We have also corrected the over contribution of Louis M. Sachs. This contribution was made by his wife, Carolyn Sachs, of the same address, and we will smead the report to reflect this.
- We have also corrected the check for Sovereign Bank of New England. This is another case where the check copy was given to the deputy treasurer with the top inadvertently not copied.
   We reported the Bank name only. The contributor is Tony D'Ambrosio, Banker, 14 Field Daisy Lane, Rast Northport, NY 10079. This will be amended.

#### Finding 2

We had sent out this letter attached and followed up with telephone calls of all the people who did not respond. Most of these telephone attempts resulted in messages left on answering machines. All of these attempts are documented and copies kept on file by staff.

### Other Findings

We will file amended reports for the discrepancies found on page four of your memo immediately.

11/

truly yours,

T**homas M. Ariola, J**y

United States Senate

SECRETARY OF THE SENATE OF JUL 23 AM IO: 43

#### Dear Friend:

Thank you so much for the generous contribution to the Glordano for U.S. Senate

Campaign. Being able to count on support from people tike you is what energizes this campaign.

I would ask that you do one small favor for me. In accordance with federal campaign law.

donors must complete a donor card. The information provided will be used to complete federal financial disclosure documents only and will not be used for any other purpose.

Please complete and mail the attached information card as soon as possible.

Thank you for your assistance in this very important matter.

Sincerety.

Thomas Ariola

Deputy Treasurer, Giordano for U. S. Senate

> P.O. Box 2360, Waterbury, CT 06724 (203) 757-9984 • fax (203) 756-8397 www.giordano2000.com

<b>.</b>	
4	

ime of Committee (in Full) Ciordano for U.S. Senate A. Pull Name, Mailing Address and ZIP Code of Loan Source Cumulative Payment Original Amount Balanca Outstanding of Loan Td Date et Close of This Paried Patriot National Bank 900 Bedford Street 300,000.00 299.926.00 Stamford, CT 06901 Spotion: 2 Primary X General C Other (specify): Титпе: Interest Rate\_ () Geograd Mices i List All Endorsers of Guaranton (if any) to (top) A 1. Full Name, Making Address and ZIP Code Name of Employer Occupation Amount Guaranteed Outstanding: Name of Employer 2 Full Name, Making Address and 2IP Code Occupation Arthount Guaranteed Outs anding Name of Employer 3. Full Name, Mading Address and ZIP Code Сосыравол Amount Guaranteed Cutetanding: 8 Full Name, Mailing Addition and 2IP Code of Loan Source Crigital Junouni Cumpletive Payment Belance Dubstanding of Loan at Close of This Period Elaction. 2 Primary General C Other (specify): Date Incurred Date Due, Internat, Plate, %(apr) ⊃ Secured List A2 Endorport or Gueranters (2 erg) to Ibam B Name of Employer 1 Full Name, Milling Address and ZIP Code Uccusianon Amount Guaranteed Outstanding: 2 Full Name, Mailing Address and ZIP Code Name of Employer Occupation Amount Guarameet Guiatenting Name of Employer 3 Full Name, Melling Address and ZIP Code Cocusation Amount Chambrood Characteridad. 3 SUSTOTALS This Period This Page (optional) ..... "OTALS This Period [last page in this line only) Carry outstanding balance only to LINE 3. Schedule C, for this fire, if no Schedule D, carry forward to appropriate line of Summary.